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AUTHENTIC ABSTRACTS OF MINUTES (IN THE SUPREME COUNCIL OF BENGAL,

On the late Contracts for Draught and Carriage Bullocks, for victualling the European Troops, and for victualling FORT WILLIAM; the Augmentation of General Sir EYRE COOTE's Appointment, and Continuation of Brigadier-General STIBBERT's Emoluments, though superseded in the Chief Command; and a remarkable TREATY, offensive and defensive, with the RANAH of GOHUD, a Marratta.

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PREFACE.

AT a time that the Britiſh empire is overwhelmed with taxes and debt, that the ravages of war are depopulating the realm, that the colonies and ſettlements abroad (which were the ſinews of its wealth and ſuperiority) are diſmembering from it, and that unnatural diſcontents and feuds at home, are ſapping and diſuniting its internal reſources and power; it becomes the duty of individuals, by the expoſure of authentic facts, to exhibit before the Miniſters of Government, and the Public, the fatal errors which have led to ſome of thoſe unhappy embarraſsments; and to rouſe them to a ſenſe of what they owe to their ſtations, and to themſelves, as the means of ſaving a remnant, upon which to raiſe a ſuperſtructure, ſuperior even to what it has been.

The abuſes committed in the Supreme Council of Bengal are ſo voluminous, that it would

be almoſt impoſſible (however intereſting the ſubject) to exhibit them to the public, ſo as to ſecure due attention to them, in any other ſhape, than by piece-meal.

The *contracts* which Mr. Haſtings and Mr. Barwell carried into execution, by Mr. Haſtings's *caſting vote*, as Governor-General, againſt the remonſtrances and votes of Mr. Francis and Mr. Wheler in the latter end of 1779; the advance, ſalaries, and emoluments voted to General Sir Eyre Coote, as Commander in Chief; and the continuation of a Commander in Chief's appointment to Brigadier-General Stibbert *after* he was ſuperſeded, have been topics of converſation in Britain; but the partial diſplay of miſrepreſentation *deſignedly*, hath impoſed upon the credulity of many. As theſe compoſe a part of the evils which threaten the ſpeedy extinction of the Eaſt-India Company, and ſubverſion of the Britiſh commerce and poſſeſſions in India, they are made the ſubject of the following ſheets, at a time that Miniſters are again obliged to bring the affairs of the Company before Parliament. A Treaty of a curious nature and complexion with the diſtreſſed and reduced Ranah of Gohud is annexed, as well to ſhew the real principles of action,

action, as the unaccountable infatuation which have guided the political faculties of men, cried up in this country, as prodigies for ſuperior talents. Other facts are to follow forthwith, amongſt which the origin and hiſtory of the preſent Marratta war, the late war whereby the Company's troops, *as mercenaries*, exterminated the Robilla nation, and the preſent actual ſituation and diſpoſition of the ſeveral ſtates and powers in Hindoſtan, combined and cloſely leagued into a ſtrict confederacy againſt the Engliſh, on principles of ſelf-preſervation.

In March 1777, *there were above* £.1,500,000 *ſterling unappropriated in the treaſuries of Bengal. In Auguſt* 1778, *Mr. Haſtings and Mr. Barwell pledged themſelves, that after making liberal allowances for all extra contingencies, there would remain unappropriated in the Treaſury, on the* 31*ſt of March following,* £.2,056,000; *yet at the prefixed period, there was not* £.10,000 *unappropriated. And by a poſitive reſolution which originated under Mr. Haſtings's pen in the month of November* 1778, *the Company's inveſtments were in future reduced*

duced from 140 *to* 100 *lacks of rupees. The laſt eſtimate of probable reſources and actual diſburſements, from March* 1780 *to April* 1781, *unanimouſly authenticated by every Member of the Council Board, and tranſmitted to the Court of Directors, diſcovered a* real *deficiency of near £.*300,000, *after accounting for, and appropriating the depoſit of £.*359,000, *in Fort William. The Treaſury of Oude, which paid a ſubſidy of about £.*950,000 *a year to the Company, was exhauſted, and the Company's troops in the provinces dependent upon the Nabob, were in arrears, ſome ſix, and none leſs than three months. Native troops in India are like the Swiſs troops in Europe; the ſtoppage of pay is the ſtoppage of ſervice; mutiny and deſertion are the certain conſequence; and the troops regularly trained and diſciplined by the Company, will augment the armies of their enemies. What the event will be, needs no prophetic faculty, unleſs meaſures, as well as men, are changed.*

MINUTES

MINUTES

IN THE

SUPREME COUNCIL

OF

BENGAL

ON THE

BULLOCK CONTRACT.

August 31ſt, 1779.

Minute from Mr. *Francis* and Mr. *Wheeler*.

WE have great reaſon to complain of the uncommon hurry and precipitation, with which the propoſed contract for ſupplying the army with draught and carriage bullocks for five years, has been engroſſed and brought before the board to be executed on Thurſday the 26th inſtant. Conſidering the very extraordinary charge which the Company is to incur by this contract, and the number of new and intricate clauſes and proviſions of which it conſiſts, it was the ſecretary's duty to have prepared a draft of the contract, and to have ſubmitted it to the approbation of the board, before he gave directions to the attorney for having it engroſſed. This neceſſary form not having been obſerved,

we have not a ſufficient time allowed us to conſider every article of the contract, with the attention it deſerves; but this ſhall not prevent our laying before the board ſuch remarks as immediately occur to us, in hopes that they may ſtill be early enough to induce the other members to weigh the ſubject more deliberately, and not to put their names to an inſtrument, in which, as we think, the Company's intereſt is entirely ſacrificed, and their orders flatly diſobeyed. If, nevertheleſs, a majority of the board ſhould perſiſt in their intentions to execute the contract, we ſhall have done as much as depends upon us at preſent, by ſtating our objections to it, and ſhewing the conſequences that muſt attend it, ſuppoſing the contract to take effect.

We have already referred to the Company's inſtructions relative to contracts in general; but as we find that in the year 1770, the court of directors had entered into a very minute enquiry, concerning the particular contract for furniſhing draught and carriage bullocks, we beg leave to annex a copy of the order they gave at that time, from which we ſhall only quote the following words in this place, that the members of the board who have it in contemplation to give away the contract for five years, may know at the ſame time, that they are ſetting the Company's authority at defiance:

"It is our expreſs order, and we hereby poſitively direct, that you do not fail every year, to advertiſe for, and receive ſuch propoſals, as may be offered for ſupplying the troops with proviſions, and for furniſhing draught and carriage bullocks to be employed with our army. And that you do in all caſes accept thoſe propoſals, which may appear the moſt reaſonable in point of charge."

The annexed paper No. 2, contains a compariſon of the expence of the preſent eſtabliſhment of bullocks, ſuppoſing

ſuppoſing it compleat according to the contract now exiſting, with that which is to be created by the propoſed contract. By this it appears that the former is Sicca rupees 13,786: 3 anas per month, and the latter Sicca rupees 58,629 making the enormous difference or increaſe of Sicca rupees 44,842: 13 anas per month. On this footing the bullock contract will coſt the Company, no leſs than current rupees 8,16,120 per annum, for five years certain, or current rupees 40,80,600. (408.060l. ſterling) And this exceſſive charge cannot, according to the terms of the contract, be reduced a ſingle rupee during the five years; at the ſame time that openings are deſignedly left to increaſe it conſiderably.

We ſolemnly proteſt againſt every attempt to load the Company with ſuch an immoderate expence, and particularly againſt the intention, to fix it irrevocably for any term of years. In the contract now exiſting, and in all the former bullock contracts, a clauſe has been invariably inſerted, by which the Company or the Government here, or even the Colonels of the brigade, had a power reſerved to them of diſcharging any number of ſuperfluous, or unneceſſary bullocks, giving one month's notice to the contractor; but no ſuch clauſe is inſerted in the intended contract, ſo that the Company muſt at all events, keep up the entire number of 6700 bullocks for five years, or at leaſt pay for them, under every change of circumſtances whatſoever, and even though they ſhould find it neceſſary to reduce or new model their army in the mean time.

In the propoſed contract no diſtinction is made between draught and carriage bullocks, or whether within or without the provinces. Every bullock is to be paid for at the rate of Sicca rupees, 8: 12 anas, per month,

R. A. P.

or Sonat rupees, 9. 2. 3 ½, including the divers.

By the preſent contract without the provinces, a draught bullock employed or unemployed R. A. P.
is Sonat rupees — — 5 : 0 : 0
Carriage ditto — — 3 : 10 : 0
Draught and carriage unemployed within the provinces — — — 2 : 9 : 6
And for this he feeds them, and finds them in divers, pads, ropes, &c.

The difference between the two rates is ſo extraordinary, that we imagine no member of the board, who gives his attention to the ſubject, will ever conſent to it.

In the third article of the propoſals, it is ſtated that condemned bullocks ſhall be thrown on the hands of the contractor, but without any penalty, which we think there ought to be, conſidering how much the ſervice may ſuffer; and that he is allowed 12 Sicca rupees per annum, for every bullock in the army, to make good loſſes that may happen by the enemy, death, *rejection*, &c. beſides a bounty of 10 Sicca rupees, for every extra bullock found, upon notice given,

He is to incur a penalty of three times the actual Bazar price of the gram, if the bullocks are not victualled agreeably to the terms of the contract. The latter part, the commanding officer of the brigade, and commanding officer of the artillery may certify on the bills; but as the commiſſary-general is to be the check, how is he to know the *actual bazar price* of gram at the ſeveral ſtations? We think it would be much better to have the penalty fixed at a certain rate.

By the fifth article the contractor is to be paid by extra bills, for any increaſe of food given to the bullocks, by orders of the commanding officer. This we think highly unreaſonable, as the terms of the contractor

tor are in themſelves already much too liberal, and it is the intereſt of the contractor, that his bullocks ſhould be properly fed.

The expence of drivers, ſirdars-drivers, bridles, picket ropes, pads, &c. was never before charged to the Company.

Loſſes by forced marches, or over loading, are to be made good to the contractor. He is allowed a Sicca rupee per month for each bullock, to make good loſſes by the enemy, death, rejection, &c. Every bullock that dies, will be drawn for, on either of thoſe accounts. It is difficult to aſcertain the fact, but if the clauſe is admitted, at what rate is the commiſſary-general to allow, within and without the provinces for draught, and for carriage bullocks which have died, owing to thoſe two cauſes; and what proof or evidence is he to accept, that the death of the bullock was owing to one or other of the above cauſes?

Is it meant that the bullocks loaded with grain for feeding the other bullocks, are to be at the expence of the Company? If not there was no occaſion for the fourteenth article, as they always have been, and muſt be allowed to attend the army.

The bounty of ten Sicca rupees for every extra bullock found in a certain time, as expreſſed in the fifteenth article, is unneceſſary, at leaſt the ſum propoſed is a great deal too much. By the preſent contract nothing is allowed for the purchaſe of bullocks, unleſs required within a month's notice; and if, on ſuch emergency, the uſual price of bullocks ſhould be thereby enhanced, he is allowed for any extra price, that may have been ac-

R. A.

tually paid more than Sonat rupees, 12. 8. for each draught

draught bullock, and 8 Sonat rupees for each carriage bullock, but if he does not pay more than thoſe prices, he is to be allowed nothing.

In the bounty there is no diſtinction made, betwixt extra draught, and extra carriage bullocks. The former ought ſurely to coſt more than the latter, at leaſt there has been always a difference, both in the price, and charges of feeding, hitherto. Conſidering the time allowed in the fifteenth article, no bounty ſhould be given; the contractor is ſufficiently rewarded by the increaſe, without any other emolument.

If the bills are not preſented by the contractor's agent to the officers, whoſe duty it is to counterſign them, within a certain number of days after the muſter, the contractor ſhould be liable to a deduction of 10 per cent. Many irregularities are produced, from bills being drawn ſometimes ten and twelve months in arrears. After the words, " that the bills ſhould not lay above eight days in the commiſſary-general's office," it ſhould be added, " unleſs he has occaſion to make reference to the officers who have counterſigned the bills," as this will neceſſarily occaſion ſome delay.

In order to enable the contractor to execute this moſt lucrative contract, he is to have the value of three-fourths of his ſtock, advanced to him out of the treaſuries when he may require it: and by the following article, we are to provide him with a piece of ground for keeping his cattle. As we know not in what terms, to expreſs our diſapprobation of theſe extravagant conditions, we ſhall content ourſelves with ſtating them for the Company's obſervation.

The penalty of 50 Sicca rupees for every bullock, hired from officers civil or military, ſeems to us a nugatory

tory clauſe, thrown out for no other purpoſe but to give the contract an air of rigour, which by no means belongs to it. Such a penalty can never be enforced.

To conclude, we ſuggeſt theſe curſory remarks to the board, as fatal to the propoſed contract on its own principles, and excluſive of the legality of granting a contract on any conditions for the term in queſtion. Many other objections we doubt not would occur to perſons better verſed in the ſubject than we are; but what has been ſaid we truſt will be ſufficient to juſtify to the Company and to the public in general, the part we have taken, or may hereafter take in reſiſting ſo enormous and unprecedented a waſte of the Company's property.

(Signed) P. FRANCIS.
E. WHELER.

No. II.

COMPARISON between the expence of the preſent and propoſed BULLOCK CONTRACT.

Propoſed Contract.

4000 Draught 2700 Carriage	Bullocks at 5. 12.	38,525
A driver to every two bullocks is 3,350 at 5.		16,750
A ſirdar driver to every ſix pair of bullocks is 559. ſirdar driver at 6.		3,354
Total monthly expences of the propoſed contract		58,629

PRESENT

PRESENT CONTRACT TERMS and number of bullocks with the army, ſuppoſing the ſame number with the temporary as with the 1ſt brigade in the field, agreeable to the eſtabliſhment.

640 draught bullocks with the 1ſt brig. in the field.
640 ditto ditto, with the temporary brigade.

		R.	A.
1280	draught bullocks, at 5 rupees	6,400	: —
1125	ditto with the two brigades at the Preſidency and Burrampore		
36	ditto with the light infantry		
1161	draught bullocks, at 3. 7.	3,990	: 15

306 carriage bullocks with the 1ſt brigade.
306 ditto ditto with the temporary brigade.

		R.	A.
612	carriage bullocks, at 3. 10.	2,218	: 8
550	ditto with the two brigades at the Preſidency and Burrampore.		
14	ditto with the light infantry.		
564	carriage bullocks, at 3. 3.	1,797	: 12

Total monthly expence of the bullocks for the army, by the preſent contract, ſuppoſing the eſtabliſhment complete.
Sonat Rupees. 14,407 : 3

Monthly expence of the bullocks for the army, by the propoſed contract. *Sicca Rupees.* 58,629 : —

Monthly

Monthly expence of the bullocks for the army, by the preſent contract. Sonat Rupees	14,407. 3.	or	13,786 : 3	
Difference of expence betwixt the preſent and propoſed contract, monthly			*Sicca Rupees.* 44,842 : 13	

Total expence of the propoſed contract per annum, according to the fixed eſtabliſhment, and excluſive of all additional allowances provided for in the ſaid contract,

	R.	A.	P.	Ct. Rs.	A.	P.
Current rupees	8,16,115	: 10	: 11			
Ditto for five years	—			40,80,578	: 6	: 7

BOARD OF INSPECTION.

9th September, 1779.

Mr. FRANCIS,

IN addition to the remarks contained in Mr. Wheler's minute and mine of the 31ſt of Auguſt on the propoſed bullock contract, I beg leave to lay the annexed papers before the board, and to requeſt the attention of the members to the calculations contained therein, before any farther ſteps are taken in this buſineſs. Calculations of this nature ought to have accompanied the plan in the firſt inſtance, that the board might know what they were doing, and not be hurried blindly into engagements, extent, conſequences, and expence, of which they could not poſſibly have formed an idea.

The annexed papers, number 1 and 2, ſhew the full amount of all the draught and carriage bullocks neceſſary for the compleat ſervice of the three entire brigades, ſuppoſing them all in the field; by which it appears, that the number of bullocks, propoſed to be kept up for five years, exceeds what the whole army, on a compleat war eſtabliſhment, would require, by 2769. Theſe ſupernumerary bullocks, therefore, if they are maintained, will have nothing to do. There are not guns or carriages for them to draw. There is literally nothing for them to carry. But before this time, who ever heard of keeping up a compleat war eſtabliſhment of bullocks, without actual ſervice in any part of the provinces. What are the bullocks to do at the preſidency? What are they to do at the different cantonments? In truth I might with great reaſon aſk (with the exception of a very moderate number) what occaſion have we for an eſtabliſhment of bullocks any where? When they are wanted, they may be hired, or preſs'd, as in fact they have been hitherto, notwithſtanding the contract; but admitting that ſome eſtabliſhment ought to be maintained, it will be difficult to aſſign a good reaſon why it ſhould exceed the complement neceſſary for the troops in the field; ſuppoſing a third of the army to be maintained on a war eſtabliſhment, the number of draught and carriage bullocks, taken together, ought not to exceed 1,310.

On this principle, which of itſelf would lead us into an exorbitant expence, the propoſed contract is to maintain 5390 bullocks more than can be wanted, which, for five years, at the new contract rates, will be found to amount to the enormous ſum of current rupees 32,82,510, abſolutely given away out of the Company's treaſury, or ſquandered without any neceſſity or ſervice whatſoever.

No.

No. III.

Contains a calculation of the difference of expence between the propoſed eſtabliſhment, and that which would be neceſſary for the whole army in the field, calculated at the new contract rates. Even on this extravagant principle, the expence would fall ſhort of the propoſed contract by ſeventeen lacks of current rupees in five years.

No. IV.

Shews what the expence of a compleat eſtabliſhment for the whole army would amount to, if calculated at the *preſent* contract rates. The difference between this and the propoſed rates and numbers, amounts in five years to no leſs than current rupees, 30,48,854, or very near three hundred and five thouſand pounds ſterling.

If a majority of the Board, with ſuch glaring facts before them, can entertain a thought of proceeding farther in the propoſed contract, I cannot hope that they will pay the leaſt regard to any obſervations I can make upon it. To acquit myſelf, nevertheleſs, of the duty I owe to the Company on this important occaſion, I think it right to ſtate the following general obſervations. My preſent ill ſtate of health will not allow me to go ſo deep into the ſubject, as I ſhould do at another time.

Although no evil is more ſeverely felt, yet there is not apparently any leſs attended to than the number of followers of the army: they conſiſt of a multitude of predatory vagrants, and whatever tends to encreaſe their numbers, tends to embarraſs and impede the ſervice.

Proviſions and forage are not only rendered *conſtantly* dearer than they need be, but frequent ſcarcities of both are occaſioned by this rabble, which thereby bring into imminent danger the ſafety and exiſtence of the troops.

In this view the number of bullock drivers propoſed, appears to be highly detrimental to the good of the ſervice. It would not be credited in Europe, that 12 bullocks ſhould require ſeven keepers. But this is not the extent of the evil; ſome, at leaſt, of thoſe ſeven, will carry with them their families. Thoſe have their attendants with bullocks, or tattoes*, to carry their proviſions; and thoſe muſt have drivers, who alſo muſt have proviſions. Thus the number of followers encreaſes beyond calculation; meaſures tending to reduce their numbers would be uſeful indeed, and deſerving of the higheſt applauſe. But what ſhall we ſay of ſchemes which manifeſtly tend to encreaſe them? What effect can they have, but to encreaſe the confuſion of our camps, to enhance the difficulty of procuring forage and proviſions, to extend and weaken the line of march, and, in the end, to make our army little better than a convoy for the baggage.

Having not had it in my power to enter into a particular conſideration of the new victualling contract, I take this opportunity of declaring, that I entirely concur in Mr. Wheler's remarks upon it. I find it is formed upon the ſame exorbitant principles with the bullock contract, and to be executed by the ſame perſons; that is, a variety of concealed intereſts are to be provided for, under the name of Mr. Croſts. On this part of the ſubject I muſt obſerve, that the two contracts ought not, on any account, to be in the ſame hands; no one perſon is equal to the conduct of two ſuch extenſive concerns.

In

* Tattoes are ſmall hardy horſes.

In the ſecond place, I muſt declare, that the preſent contractors, whoever they are, are the moſt improper perſons that could be choſen for the like truſt in future. The contracts were never ſo ill executed, as by the preſent contractors. Their bullocks have never been ready, or fit for ſervice, when called upon; and the proviſions iſſued to the Europeans, particularly the beef, has been ſuch as muſt have produced a mortality among them, if they had eaten it.

The contractor has never given an ounce of mutton to the Europeans in Fort William ſince February laſt; in conſequence of which, they have uſually taken cowries in lieu of the carrion beef, with which he would have ſupplied them.

On the increaſe of the rates in both contracts, there is one general obſervation to be made, which, I think, muſt ſtrike every man converſant in public buſineſs.

In engaging for the ſupply of any article whatſoever, the contractor proportions his rate of price to the quantity of the thing demanded. If he ſupplies a little, his rate, or price, muſt be proportionably higher. If he ſupplies a great deal, he can afford to reduce his terms, ſince the profit upon the whole compenſates for the reduction on the rate of each ſpecification. In the propoſed bullock contract, this univerſal principle is manifeſtly reverſed. The number of bullocks, on the pay of which the contractors profit is to ariſe, is encreaſed in nearly the proportion of ſeventeen to nine; and the period, during which the contract is to endure, is enlarged from one year to five. One would expect from this encreaſe of the period, and the number, that the rates would have been proportionally diminiſhed. On the contrary, however, the Company will find, that the rated pay of each individual

dual bullock, lumping the draught and carriage bullocks together, is double what it was.

Upon the whole, the terms, voluntarily contrived and given by Government, are such, as I presume, no man living would have presumed to have demanded, if the contract had been advertised in the manner prescribed by the Company's most peremptory and repeated orders.

(Signed) P. FRANCIS.

No. I.

Proportion of Ordinance for one Brigade, consisting of one Regiment of Europeans, eleven battalions of Seapoys, and a detachment of the Corps of Artillery, shewing the number of draught bullocks necessary for dragging its train, and for that of the whole army.

4	twelve pounder brass guns, with carriage, ten bullocks to each	40
28	six ditto, with ditto, eight ditto	224
4	five and half inch howitzer, six ditto	24
29	tumbrils ammunition loaded, ten ditto	290
1	ditto treasure, ten ditto	10
2	carts, artificers, ten ditto	20
1	waggon for gin, sixteen ditto	16

Spare

Spare Carriage and Tumbrils.

1	for twelve pounders, eight bullocks —	8
7	for ſix ditto, ſix ditto — —	42
1	for five and half-inch howitzer, ſix ditto	6
7	for tumbrils, ſix ditto — —	42
		722
	Allow one ſpare to every ſix bullocks	120
	Complement of draught bullocks for one brigade on ſervice	842 / 3
	Ditto for three brigades — —	2526
	Independant Chittagong battalion —	30
	Battalion of light infantry —	30
	Total draught bullocks neceſſary for the field ordnance of the whole army, ſuppoſing it on actual ſervice — —	2586

According to the eſtabliſhment of 1777, the complement of ordnance for a brigade on ſervice was 26 pieces. Since that period, 2 twelve pounders, and 2 howitzers, have been added, which, with the 6 guns of the three battalions of the temporary brigade that are to be incorporated into each of the other brigades, makes the preſent proportion 36 pieces.

No. 2.

Calculate of carriage bullocks neceſſary for carrying the muſquet ammunition and millitary ſtores, attached to a brigade on ſervice, ſuppoſing it to be of the ſtrength

ſtrength ſpecified in No. I. ſhewing the number neceſſary for the whole army, ſuppoſing it to be in motion.

196 Carriage bullocks will carry 329 barrels of muſquet ball ammunition, each barrel containing 800 pounds, to — — 313,600

Suppoſing a brigade to conſiſt of 9580 men, and that 8500 of them are fit for ſervice, they will carry in their pouches, at 24 pounds per man 1,70,000

Total muſquet cartridges for a brigade on ſervice — — 4,83,600

50 Carriage bullocks will carry 160 lb. barrels of powder, being the uſual proportion for ſervice.

130 Carriage bullocks, and 20 haccaries, which are not provided by the contractor, it is believed, are ſufficient for the carriage of the other ſtores in the magazine (No. 5.) excluſive of the above haccaries, the captains of battalion and quarter-maſters are allowed 18, and the ſurgeon major 10 haccaries.

376
63 Spare bullocks in the proportion of one to ſix.

439 Total number of carriage bullocks neceſſary to be provided by the contractor for one brigade on ſervice.

878 Add for two other brigades on ſervice.

1317

1317 Total carriage bullocks for three brigades.
14 Allow for the Chittagong independent battalion.
14 Allow for the battalion of light infanty.

1345 Grand total carriage of bullocks.

No. 3.

Calculate of the extra expence that would be incurred by the number of bullocks and drivers, suppoſing no exceſs in the rates propoſed.

4000 Draught } Bullocks at 8. 12. or 923. $\frac{75}{77}$ includ-
1345 Carriage } ing drivers wages as propoſed per month,
Sicca Rupees 58629.

6700

2586 Draught } Bullocks neceſſary for the train of the whole army, at the above rate per month, Sicca rupees } R. A. 34,401 : 4
1345 Carriage }

Monthly difference Sic. Rup. 24227 : 12

Annual difference — — 290733 : —

Difference that would be occaſioned in five years by mere exceſs of bullocks, at the rates propoſed, Sicca Rupees R. A. P. 14,53,665, or current rupees 16,86,251 : 6 : 5

No. 4.

Comparison between the expence of the propoſed contract, and the neceſſary number of bullocks for the whole army at the preſent contract rates, ſuppoſing half the troops to be without, and the other half within the Provinces, and the whole on actual ſervice.

Propoſed contract eſtabliſhment, as before ſtated, per month — Sicca rupees 58629

Neceſſary Eſtabliſhment.

1293	Draught bullocks without the provinces, at 5 rup.			6465	
673	Carriage ditto, ditto, at	R.	A.		
		3	10	2439	10
1293 Draught 672 Carriage.	at	3	7	4444	11
	Bullocks in provinces at	3	3	2142	
	Sonat rupees	15491	5	or Sa. 14823	10
	Monthly difference, Sicca rupees			43805	6
	Annual difference			525664	8
	Diff. in 5 yrs. Son. rups.			2628322	8
	or current rupees —			30,48,854	1 7

Proof of the difference.

Annual expence of the propoſed contract, Sic. Rups. 7,03,548, or Cur. Rups. 8,16,115 10 11		
which for 5 yrs is curt. rups	40,80,578	6 7

Annual

Annual expence of the neceſſary eſtabliſhment, according to the preſent contract rates, Sicca Rupee, 1,77,883. 8, or Current Rups. 2,06,344 13 9⅗. which for five years is Current Rups. 10,31,724 5 :
Diff. as above, Current Rups. 30,48,854 1 7

Board of Inſpection, September 1779.

Mr. *Wheler.* In addition to Mr. Francis's accounts, I beg leave to preſent the accompanying calculate, No. 5. in order to demonſtrate, that even upon the extravagant ſuppoſition of the neceſſity of keeping up a conſtant eſtabliſhment of 6700 bullocks, an exceſs of expence will ariſe in 5 years from the exorbitant increaſe of the conſtant rates, of no leſs than Current Rupees 23,44,191 : 8 : 5. being above two hundred and thirty four thouſand pounds ſterling; and having eſtabliſhed this fact, which, with what Mr. Francis has ſaid, ſufficiently expoſes the complexion of this tranſaction, and cuts off every poſſible plea of juſtification. I have at preſent only to add, that I join Mr. Francis in reprobating the projected contract, as a meaſure big with the moſt ruinous conſequences to the Company.

(Signed) E. W.

Calculate of ſurplus expence that would ariſe from the increaſe of rates, ſuppoſing the whole number of Draught and Carriage Bullocks ſpecified in the *propoſed* contract to be neceſſary, and one half of that number to be without, and the other half within the Provinces.

4000 Draught } 2700 Carriage }	Bullocks, being the proposed contract establishment, as specified in No. 3.	Sic. Rups. 58629 : —	
2000	Draught Bullocks out of the provinces, at the present contract rate, 5 Sonat Rupees each, Sont. Rups.	1000	
2000	Ditto within the provinces, at the present contract rate, R. A. at 3 : 7 each —	6875	
4000	Total draught bullocks proposed per month, at the present contract rates, Sonat Rupees	16,875	
1350	Carriage bullocks, without the provinces, at the present contract rate, at R. A. 3 : 10 each,	R. A. 4893 : 12	
1350	Ditto within the provinces, at the present contract rate, at R. A. 3 : 3 each,	4303 : 2	

2700

2700	Total carriage bullocks, propoſed at the preſent contract rate, per month	9196 : 14

To monthly expence of the propoſed contract eſtabliſhment of draught & carriage bullocks, at the preſent contract rates, Snt. R. 26,071 : 14, or 24,948 : 1 : 4 $\frac{11}{16}$

Monthly difference between the propoſed and preſent contract rates ——	Sic. Rups.	33,680 : 14 : 7 $\frac{25}{176}$
Yearly difference	Sic. Rups.	4,04,170 : 15 : 2 $\frac{104}{176}$

Total extraordinary expence that would be occaſioned in 5 years, by the mere increaſe of rates, ſuppoſing no exceſs in the number of bullocks propoſed, Sicca Rupees, 20,20,854 : 12 : 2, or Current Rupees — 23,44,191 : 8 : 5

Minutes on the Army Victualling Contract.

Read the following letter from the Executor of the late Army Contractor.

Inſpection

Inſpection Board, 14th Auguſt, 1779.

Honoured Sir, and Sirs,

I HAVE been honoured through your ſecretary *with your proffer of certain alterations in the army bullock contract*; I *voluntarily accept them*, and having, with a view to the liquidation of my brother's eſtate, transferred its concern in this, as well as the victualling contract, to Mr. Charles Croftes, who was before a partner in them, I humbly requeſt the new contracts may both be made out in his name, and further hope, that as theſe two contracts have always been kept in the ſame hands, that they will now be both granted for the ſame term.

Fort William, 16th Auguſt, 1779. I am, &c. (Signed) RICH. JOHNSON.

Agreed that the new contract for ſupplying the draught and carriage cattle, and victualling the troops of this eſtabliſhment, be drawn in the name of Mr. Charles Croftes, and that the latter contract be extended for the ſame term as the former.

Mr. *Francis*. I object to it, and proteſt againſt it.

Mr. *Wheler*. I have already given my opinion againſt the recital of either of theſe contracts for a term not exceeding one year, and ſhall not ſign them; nevertheleſs, ſo far as relates to the inſerting of one name inſtead of the other, I acquieſce, believing the party to have had a ſhare in the former contract.

The Secretary lays before the Board, the following letter from the Executor to the late Army Contractor.

Sir,

Sir,

I HAVE received your letter of this date, and accept the terms it contains.

The contract allows 10 Sonat Rupees full batta, and 5 rupees for half batta, for beef per month, or 5 Anas, 4 Pice. each man per day, full batta, and 2 Anas 8 Pice. per each man per day half batta, for the period that motion is required, I agree to deliver it for 7 Ana's 6 Pice. each man per day, half batta, for the period that motion is required, I agree to deliver it for 7 Ana's 6 Pice. each man per day, full batta, and 3 Ans. 9 Pice. each man per day, half batta.

Fort William, the 18th Aug. 1779. I am, &c. (Signed) R. JOHNSON.

The Board agree to allow the difference required for the remainder of the contract, but in the new contract they will only allow the difference of one Ana and one Pice. per man full batta, and proportionally for half batta, as by the cuſtom of the ſervice, though not ſpecified on the preſent contract, beef and mutton ought to be diſtributed to the ſoldiers in equal quantities.

Mr. *Francis*. I cannot agree in this reſolution, becauſe I am no judge of the prices of proviſions, or whether the terms propoſed are reaſonable or not; the way to aſcertain the cheapeſt terms on which government can be ſerved, is by advertiſing publickly for propoſals.

Mr. *Wheler*.—I can form no judgment of the propriety of the preſent requeſt, for want of the proper calculations, which ſhould accompany a propoſal of this ſort from the contractor, and thoſe from the regular department of government neceſſary to contract with

with them. I beg to be favoured with the amount what one Ana one Pice. per man, per day, intended to be given in the new contract amounts to by the year. I likewiſe wiſh to have it aſcertained, at the ſame time, what proportion mutton, for the ſix months mentioned in the contractor's letter, bears to beef in the ſix following months, and whether the quantity of each is to be delivered out equally; that is, whether during the ſix months that mutton is delivered, the garriſon is to receive the ſame number of pounds weight in mutton, as in beef the ſix following months.

Governor General.—I have no objection to the latter part of the queſtion remaining for conſideration, but for the ſhort remainder of the preſent contract, I propoſe that the difference he requires be allowed.

Letter from the late Army Contractor's executor, to Mr. Baugh.

Sir,

I have received the honor of your letter of the 19th inſtant.

Having conſidered the difference that will be occaſioned, by ſupplying mutton inſtead of beef, I find it to be one Ana ſix Pice. ſonat, per man per day. For the delivery of beef at the preſidency, I now receive five Anas and four Pice. In lieu therefore of the alteration you propoſe, upon my claim for the delivery of mutton, I beg leave to offer as a medium for the whole term of the new contract, that the contractor deliver at the preſidency, mutton for the ſix hot months, (April to September incluſive) and during the remaining ſix months, mutton and beef every other day alternately; for which he ſhall be permitted to draw, ſix

Anas

Anas and 10 Pice. ſonat per day, throughout the whole year. This propoſal only to vary under the regulation of full and half Batta, which ever the troops at the preſidency may be entitled to receive.

I have, &c.

(Signed) R. JOHNSON,
Executor to the late Contractor.

Governor General.—The offer made by the contractor, approaches very nearly to the reſolution of the board, the propoſitions being ſince conſiderably varied by my ſuggeſtion to the contractor, as it appears to me neceſſary that the allowance of beef and mutton to the ſoldiers in the winter months, ought to be in equal quantities. I underſtand the price of mutton in Calcutta to be juſt double the price of beef, and the rate now propoſed will be found on examination, to make up the exact difference between the proviſion of beef alone at the former rate, and of beef and mutton in the proportion of three-fourths of the latter, and one-fourth of the former at the common rate propoſed.

I therefore agree to it.

(Signed) WARREN HASTINGS.

Mr. *Wheler*.—Almoſt every argument uſed in Mr. Francis and my minute of the 31ſt of Auguſt, on the bullock contract, applies with equal force to the preſent propoſal for victualling the troops. The Court of Directors in the 134th paragraph of their general letter by the Mansfield, dated the 23d of March 1770, ſay,

" It is our expreſs order, and we hereby poſitively direct, that you do not fail every year to adverti ſe for, and receive ſuch propoſals as may be offered, for ſupplying the troops with proviſions; and for furniſhing draught and carriage bullocks, to be employed with

our army, and that you do in all cases accept those proposals, which may appear the most reasonable in point of charge; and your are also to take care in all your advertisements, a sufficient time be allowed before the expiration of the contract, which may then subsist, or the time which you may limit for receiving proposals for such contract."

Unless such advertisements are made, and a fair competition allowed, I do not see how the board can judge whether the contractor's proposals are reasonable or not. It cannot be expected, that the members of this board can be competent judges of the comparative prices, between beef and mutton in all parts of this country, within and without the provinces, where troops may serve, or at what rates the contractor may be able to procure them, allowing for the difference, between wholesale and retail purchasers.

Such a question is more fit to be decided by professional men, than by members of this council, if left to make their offers, according to the orders of the Court of Directors. Some of them would without doubt bring the most reasonable proposals before the board, of which the nature of the service was capable, and it would then belong to the board to judge which offer was most advantageous.

I must however observe, that the contractor states the difference that will arise by supplying mutton instead of beef, to be one ana six pice sonat per man per day, and in consequence of engaging to deliver mutton for the six hot months, and mutton and beef alternately for the remainder of the year; he, in opposition to his own principles, requires to be paid the difference between the two articles, throughout the whole year.

I do

I do not believe the price of mutton will exceed that of beef, ſuppoſing the quality to be equal, and each conſumed in its proper ſeaſon, but granting that the former ſhould exceed the latter, even to the extent ſtated by the contractor; under what pretence does he claim the addition of one ana and ſix pice per man per day, for the whole year, where he contracts only to change or vary the diet for three quarters of a year.

In other reſpects, I muſt conſider myſelf as left entirely without the neceſſary information on this ſubject, and can therefore only lay before the Council, for the information of the Court of Directors, an eſtimate, ſhewing the difference and exceſs of expence, between the late contract and the preſent propoſal, for victualling the European ſoldiers ſtationed at the Preſidency, together with the further exceſs, provided the contract be extended to the ſupply of the whole European eſtabliſhment, both within and without the provinces, which will be conſiderably increaſed when the eſtabliſhment is compleated, according to the propoſals of the Commander in Chief.

I have already objected to the term, and I now object to the conditions of this contract.

Comparative view of the expence of victualling the European ſoldiers, ſtationed at the Preſidency, betwixt the preſent and the propoſed contract.

	St.	R.	A.	P.
Preſent Contract.				
Each man for 12 months, at 5 rupees	60	0	0	
Propoſed Contract.				
Each man for 365 days at 3 annas 5 pices per day — —	77	15	1	

Difference being an yearly exceſs on the preſent contract for each man, ſtationed at the Preſidency	—		17	15	1
		77	15	1	77 15 1

The medium number of Europeans returned at the Preſidency for the laſt three months, including thoſe attached to the third brigade, to the company of Artillery brigade at the Preſidency, and at Budge-Budge; the Invalid body-guard, and the European women and children, is 1645, which, at 17 rupees 15 anas 1 pice, makes the yearly exceſs, on the preſent contract for victualling the Europeans attached to the Preſidency, Sonat rupees 29515 12 1

753 Europeans returned upon the medium of three months, with the ſecond brigade at Burrampore, (but no women or children are included as they are not returned) on half batta.

81 Europeans at Chunar and Baxar on ditto.

834 Men at 17 rupees 15 anas 1 pice, the yearly exceſs for victualling one man, Sonat rupees — — 14964 3 6

197 Men returned on an average of three months, with the temporary brigade on full batta.

871 Men returned on an average of three months, with the firſt brigade on full batta

1068 Men

1068 Men at 35 rupees 14 anas 2 pices, the yearly exception on the preſent contract for victualling one man, when on full batta — 38325 10

Total exceſs on the preſent contract for victualling the Europeans of the army, if the propoſed contract be extended to the whole European eſtabliſhment, Sonat rupees, per *annum* — 82805 9 7

Mr. Barwell and *Sir Eyre Coote* ſubſcribe to the opinion of the Governor General.

Reſolved, That the propoſals of the executor of the late army contractor, viz. to ſupply mutton inſtead of beef, for the proviſion of the troops ſerving at the Preſidency, from April to September inclusive; and during the remaining ſix months, mutton and beef every other day, alternately, for which he ſhall be allowed ſix anas ten pice ſonat per man per day, throughout the whole year, only to vary under the regulation of full and half batta, which ever the troops at the Preſidency may be entitled to receive—be agreed to.

Minutes on the contract for victualling Fort William.

Extract proceedings Military Department 9th Auguſt, 1779.

Extract minute by the Commander in Chief on the general eſtabliſhment and regulations of the army, under the Preſidency of Fort William, dated 7th July, 1779.

Sir Eyre Coote.

I approve of the department of provisions and regulations respecting its being kept up.

Governor General.

Having received frequent remonstrances from the agent for this deposit concerning the heavy losses and inconveniences, to which he is subjected by the present indefinite term of his agency, which obliges him to purchase the different articles of the stores at the current prices of the markets, and in such quantities as are specified in the prescribed lists, which, in times of scarcity, can neither be procured of equal qualities, as in seasons of plenty, nor without an increase in the price, sometimes even greatly exceeding the rates prescribed in the table formed by the board. *The Governor General recommends that the agency be converted into a contract, and be fixed for the term of five years.*—The Governor General desires his motion to be inserted in this place, but to prevent any delay in passing the resolutions required, by the subjects expressly submitted to the board by the Commander in Chief, he desires that the opinion of the Board may be received upon it in circulation.

15th August.

Sir Eyre Coote,

I entirely concur in the motion of the Governor-General, *as I am clear that a contractor can act cheaper, and of course perform the service better, by having his contract for a series of years than for one only, when his profit must be immense even to bear him harmless and much more to secure him a profit, and this is better known than I do, by members of this board, to be the general practice of Europe.*

However, had I not these fundamental principles to induce me to support the Governor General's motion, I should still most heartily join in it from the long knowledge I have of

the

the merits of Mr. Belli, whoſe abilities, honour, and integrity I know to be equal to any charge that Government can confer upon him, and which I am confident he will execute with as much advantage to his employers, as credit to himſelf, and thoſe who place him in it.

(Signed) E. COOTE.

Mr. Wheler,

As I have upon a very recent occaſion aſſigned my reaſons for preferring annual contracts to engagements of a longer period, and as I have likewiſe endeavoured to prove that no other can be entered into without ſubjecting on the one hand, the contractor to an unreaſonable degree of riſque, or the Company, on the other, to an improvident bargain, it remains only for me to add, that in my opinion, if pains were taken to ſelect from among the variety of contracts that already have, or probably very ſoon will, become the ſubject of public diſcuſſion, it might prove difficult to take from the maſs, one where the fitneſs of an annual contract in preference to a longer period was more ſtriking, and where the arguments in favour of a contrary opinion, can with leſs effect or reaſon be applied.

The advantage and utility of annual contracts, are ſo well known in England, that I do not recollect a ſingle inſtance among the Company's engagements, whether for military or naval ſtores, for proviſions, or for any article either for export or home conſumption, where the contracts or engagements have not expired within the year; and although I ſeem called upon by the Commander in Chief to evince the contrary practice, I muſt here declare, that thoſe which I had the honour to be engaged in with government, were for no longer a period.

I may likewiſe further add, that the public received no ſmall advantage from the ſhort duration of thoſe contracts,

tracts, yet ſufficient encouragement was given to the contractors.

If then the fundamental principles of contracts are as I have ſtated them in favour of annual ones, or if the precaution is neceſſary, and generally adopted, in a country where the value of each article can be aſcertained with ſo much facility and eaſe, and where either a riſe or fall of the markets rarely exceeds five per cent. how much more expedient muſt a ſimilar regulation prove in Bengal, where there is frequently a fluctuation of thirty per cent.

To prove the utility of entering into engagements for ſo long a period as five years, it is neceſſary, in my opinion, to ſtate very different arguments from thoſe made uſe of in the Governor General's minute, viz. It ought to be clearly aſcertained that the articles to be contracted for, are ſubject to little or no fluctuation, and that they will certainly be procured at or about the ſame price, which regulates the markets at the commencement of the contract: without ſome ſuch rule the contracting parties will become equally expoſed to the ill conſequences of long engagements, which ſhorter ones are better calculated to relieve, if not entirely exempt them from.

In addition to the above arguments it may be neceſſary to obſerve that a depoſit of proviſions in Fort William can only be required in the caſe of a war, or the apprehenſion of a war, and that many circumſtances may happen which might render it quite unneceſſary and leave the contract if extended to the time propoſed, an uſeleſs burden and expence on the Company.

For

For theſe reaſons I am againſt entering into any contract for a term exceeding one year.

(Signed) E. WHELER.

Mr. Francis.

EVERY objection urged againſt diſpoſing of the bullock contract for five years in the manner propoſed, in my opinion lies with greater force againſt the propoſition. Both of them ſtand in direct contradiction to the 36th article of the Company's inſtructions to the board, in which it is ordered, " that all contracts with the conditions, be publicly advertiſed, and ſealed propoſals received for the ſame."

The buſineſs of ſupplying the fort with ſtores, has hitherto been performed by agency, and this mode was expreſsly choſen by the Governor General himſelf, becauſe " *an advertiſement for a contract for ſuch ſtores would be improper. It would be to tell the world what proviſion was made for the defence of the garriſon.*"

The Governor General now repreſents, that " *he has received frequent remonſtrances from the agent of this department, concerning the heavy loſſes and inconveniencies to which he is ſubjected, by the preſent indefinite term of his agency,*" and on this ground recommends, " *that it be converted into a contract, and be fixed for the term of five years.*".

It is natural enough that the agent, after enjoying the moſt profitable employment, that I believe ever exiſted under this government, ſince January 1777, without any public complaint of thoſe heavy loſſes, and inconveniencies, againſt which he now remonſtrates, ſhould wiſh to have it ſecured to him for five years longer.—It is alſo very natural, that at the approaching expiration

of the government, he ſhould feel ſome apprehenſion for the fate of his agency under a new one, and that he ſhould uſe his intereſt with a majority of the board; if poſſible to put it out of their ſucceſſors power to reduce his immoderate profits, or to make any new arrangement for the public ſervice, in this important department.—But when he affirms that he has ſuffered heavy loſſes and inconveniencies, by the indefinite term of his agency, ſo extraordinary a propoſition ought to have been accompanied with ſomething like a proof. Nothing leſs than its being brought before us by the principal member of the board, could induce me to give it a ſerious conſideration.

In oppoſition to it, I ſhall ſtate ſome facts, which I believe will ſet the matter in a clear light.

1ſt. The amount of the proviſions ſupplied by the agent ſince the commencement of his agency, is current rupees 370,252 prime coſt, as per account annexed.—This ſum is advanced to him by government, as faſt as his ſupplies are purchaſed, conſequently he has not been ſubject to any diſtreſs or difficulty to raiſe money.

He loſes nothing on the head of intereſt, and if he is not very careleſs, or unſkilful in his management, he ought to have been a conſiderable gainer on the original purchaſe of the ſeveral articles, independent of the profits he may make, by the occaſional converſion of the ſtores at favourable opportunities. He has the favour and protection of government, to ſupport him in his purchaſes; which, in this country, is no ſmall advantage. He buys great quantities at a time, at what ſeaſon he pleaſes, and is paid at the average rate fixed, by the bazar price of ſmall quantities, that is, he buys in groſs, and in effect ſells in retail, and laſtly, he trades with a ſtock purchaſed for him, with the public money.

2d.

2d. To ſecure the agent, however, againſt all poſſible loſſes, to enable him to keep a conſtant ſtock, and to reward him for his trouble, it was originally agreed to take the opinion of three of the moſt reputable merchants in Calcutta, what might be a reaſonable commiſſion on the value of the ſupplies, to anſwer all the above purpoſes; and Meſſ. Robinſon, Killican, and Croftes, who were conſulted on the occaſion, reported, that twenty per cent. per annum, would be a reaſonable commiſſion. It was reſolved nevertheleſs by the Governor-general and Mr. Barwell, againſt General Clavering's opinion and mine, that thirty per cent. per annum, ſhould be allowed.

3d. The commiſſion already drawn by the agent, on a ſupply of current rupees, 370,252 amounts to current rupees 229,912, that is ſince the 10th of March 1777. His annual commiſſion on the above ſum, amounts to current rupees 111,075, yet he complains that he ſuffers heavy loſſes and inconveniencies, by the indefinite term of his agency.

Nothing more I imagine need be ſaid, to demonſtrate the unreaſonableneſs and inexpediency of any meaſure tending to continue the agency on its preſent footing. But independent of all other objections, I object to the propoſed contract, as to an act exceeding the limits of our lawful authority.

If it be in the power of a majority of this board, at the moment of their own diſſolution, to bind their ſucceſſors by engagements for any term they think proper, and to diſable them from correcting any exiſting abuſe, it will be in vain for the Company or Parliament to change the adminiſtration of the Company's affairs in the country, and to veſt it in other hands. That queſtion however, if I continue in the government, ſhall be tried

in behalf of the Company; and if it be in my power, the exorbitant profits of this agency, in whatever ſhape it may be continued, ſhall be reduced. In the mean time, I proteſt againſt the propoſition, and will not ſign the contract.

(Signed) P. FRANCIS.

Mr. Barwell,

I have read with attention, the diſſent and proteſt of Mr. Francis to the meaſure for continuing the ſupply of victualling ſtores with Mr. Belli, the preſent agent, who furniſhes theſe ſtores.

The principles on which this diſſent is grounded, might require examination, if the warmth with which it is made, and the intimation given in the concluding words of it, would allow any one who reads it, to doubt the influence under which it is written.

That ſpecies of diſpoſition, which is eſtabliſhed and maintained by the operation of an unremitted dependence on the will of rulers, is, of all others, moſt pernicious to a community, becauſe every member of a community ſo circumſtanced, muſt, when it ſyſtematically prevails, either preſerve his ſtation by ſervile compliances, or riſk it by venturing to act on principles of freedom. In ſhort, unremitted dependence for pecuniary benefits, is a conſtant bribe given to an individual, by the rules of every ſtate, who annex it as a condition to the benefit they confer. I cannot therefore acquieſce in the reaſoning I have heard advanced by the members in oppoſition, nor ſubſcribe to their opinion, which would make the preſent agent, who furniſhes and keeps up the depoſit of proviſions for Fort William, hold his office during pleaſure.

The objections which are made to the commiſſion of fifteen

fifteen per cent. for furniſhing the ſtores, and to the fifteen per cent. allowed to indemnify the agent for replacing the decayed and damaged ſtores, and for renewing the whole depoſit every year, are indeed ingeniouſly ſtated, and the inventive powers appear racked to the utmoſt to make this commiſſion, and this allowance, amounting in the whole to thirty per cent. ſtrike the ſuperficial reader as an exorbitant premium; but I will adventure to affirm on my own knowledge, of the periſhable nature of the ſtores ſupplied and kept up, that it is not poſſible for the agent to derive much or any benefit, if he does not ſuffer a loſs, which I really think he muſt from this part of his engagement. Where is the garriſon in which a depoſit of proviſions is kept at the public charge, that does not condemn more than fifteen per cent. of ſuch ſtores in the courſe of one year; over and above the heavy loſs ariſing to the public, by the yearly renovation of the depoſit? I believe the depot of the garriſon of Gibraltar is not, nor can be maintained by the Engliſh government at ſo ſmall an expence, while the ſupplies are contracted for, and the loſs on condemned ſtores borne by the nation, as well as of thoſe which, though not condemned, are ſold off at the end of every year as being of a periſhable nature, and though fit for immediate uſe, are not in a ſtate of preſervation, or capable of it, for the courſe of another ſeaſon. And if this is the caſe, and it certainly is the caſe, fifteen per cent. for the renovation of the depoſit of proviſions for Fort William, and the loſs ariſing from condemned ſtores, is a very moderate premium, much more moderate, I affirm, than the expence would be to our government, was a contract entered into for an annual ſupply, and the old ſtores in preſervation and thoſe condemned, ſold at the end of every year for Government. Why it ſhould be advanced as an argument againſt the mode propoſed for keeping up a depoſit in high and perfect preſervation, that the agent poſſibly may do it without loſs to himſelf, I cannot

comprehend

comprehend, unleſs it means to affirm, by implication, that Government can keep up ſuch a depoſit with equal facility, and without loſs, or little loſs. If this is the poſition laboured to be eſtabliſhed, I deny it, and the experience of every man muſt contradict it.

In what office of our Government, or in any Government, are ſtores of a periſhable nature kept up without loſs, and a heavy loſs to Government. I am ſure in no office that has ever fallen under my obſervation, and I call upon the other members for information if any office has, under theirs.

In all the offices of ſupply under our Government, advances are made on the application of our officers, and a commiſſion of fifteen per cent. allowed on the rates fixed by Government on the articles to be ſupplied. On many articles this commiſſion is reduced to nothing; as their real price far exceeds the rates—while on others it is enhanced by being below the rates. I dare affirm the agent for keeping up the depoſit of proviſion for Fort William, would eſteem himſelf very happy to draw his commiſſion clear for the ſupplies, and diſengage himſelf from the further allowance of fifteen per cent. with the condition annexed to it, of renewing and keeping up the depoſit. But as I am convinced it is not for the intereſt of Government to remit this condition, and contract at fifteen per cent. ſimply for an annual ſupply, I can never acquieſce to make his office a mere office of ſupply, and ſubject the Company to the burthenſome loſs of renewing yearly ſuch periſhable ſtores; the perplexed and intricate manner in which the account annexed to Mr. Francis's minute is drawn, obliges me to oppoſe to it a more ſimple and comprehenſive one, ſhewing the periods; the amount of the ſupplies, and the commiſſion, to the 1ſt of May, 1779, from the 1ſt of May, 1777, in which period the firſt purchaſe of 150,231r. 8a. 3p.

muſt

muſt have been renewed twice at the expence of the agent, and the ſubſequent ones to the thirtieth of April once.

I will not propoſe that the commiſſion drawn of fifteen per cent. in the courſe of the ſame period ſhould ſtand oppoſed—I am convinced none of the other offices of ſupply are ſo low, or in which the ſervices of the agents have a meaner reward.

I agree to the propoſition for keeping up a depoſit of proviſions for the garriſon of Fort William, on the terms of the exiſting agency on a contract for five years.

The Governor General deſires the following Minute may be recorded on the proceedings in reply to Mr. Francis's of the 17th of Auguſt:

Mr. Barwell has already ſo fully anſwered every objection urged by Mr. Francis, againſt the propriety of continuing to Mr. Belli, the agency for ſupplying the garriſon of Fort William in proviſions for five years, that any further remarks from me appear to be unneceſſary, but when I conſider Mr. Belli's ſituation in my family, and the acrimony of ſtile diſplayed in Mr. Francis's proteſt, as well as the ſeveral inſinuations contained in it, I cannot help deeming the violent oppoſition he has made to my motion, as perſonal; and viewing it in this light, I ſhall trouble the board with a few remarks upon the ſubject, after having thankfully acknowledged how much I think myſelf obliged to Mr. Barwell (*whatever were his motives*) both for the readineſs and ability with which he has refuted the arguments offered by Mr. Francis againſt this meaſure.

Mr.

Mr. Francis begins by obſerving, that this contract is in direct oppoſition to the Company's orders, and that the buſineſs has hitherto been performed by agency, &c.

To furniſh a depoſit of proviſions for the garriſon of Fort William, is not buſineſs for proclamation, nor to be diſpoſed of to the loweſt bidder, for the reaſons which I before uſed, and which Mr. Francis, I know not why, has quoted againſt it.

An agency with a fixed rate, and a fixed commiſſion, is to all intents and purpoſes a contract. All that I have now propoſed is, to fix the term, and to bind the contract by penalties.

I can by no means agree with Mr. Francis, that the agent victualler enjoys the moſt profitable employment that ever exiſted in this government.

Mr. Livius has an agency with 15 per cent. commiſſion on articles rated by former charges of commiſſaries, of courſe greatly above the real coſt. Mr. Livius is profeſſedly patronized by Mr. Francis, who paſſes his bills.— Nine or ten lacks thus paid to him, are yet unaccounted for.

In an anſwer to Mr. Francis's inſinuation, that it is natural enough for the agent to wiſh to ſecure himſelf, before the expiration of the preſent government, *I avow the fact as to myſelf, as well as to the agent.*

When I ſee a ſyſtematic oppoſition to every meaſure propoſed by me for the ſervice of the public, by which an individual may eventually benefit, I cannot heſitate a moment to declare it to be my firm belief, that

that ſhould the government of this country be placed in the hands of the preſent minority, they would ſeek the ruin of every man connected with me. *It is therefore only an act of common juſtice in me, to wiſh to ſecure them, as far as I legally can, from the apprehenſion of future oppreſſion.*

Mr. Francis has groſsly miſ-ſtated my minute, when he ſays, I affirm the contractor has ſuſtained heavy loſſes, by the indefinite term of his agency. I am ſorry to add this to the many inſtances upon record, during the courſe of our debates, of the inaccuracy of Mr. Francis's quotations, and his ſubſequent reaſonings in conſequence.

I ſaid he was "*ſubjected to many heavy loſſes, and ſome he has actually ſuſtained in the purchaſe of articles at 20 per cent. above the table of rates*;" on the capital article of grain, he has indeed been a gainer, his purchaſes having been luckily made at a time of plenty, and his ſales, with the public apprehenſion of a ſcarcity. His ſucceſs in this inſtance has alarmed him for the future, and with reaſon.

Suppoſe the reverſe had happened, with his indefinite agency, which may expire to-morrow, he can only venture to purchaſe what is immediately wanted, and that he is obliged to provide. He cannot venture to inveſt a large capital in diſtant commiſſions. Of courſe his purchaſes, by being made at hand, are from the deareſt, as well as the neareſt markets. He may buy his rice at 20 ſeers for the rupee; he may be under the neceſſity of ſelling it at 40, and this one article proves his ruin.

With what propriety can the profits of this agency be ſtiled immoderate?

The rates were fixed by accurate and actual rates of the market, and the agent was allowed the cuſtomary commiſſion of 15 per cent. on the purchaſes, he was obliged to change the ſtores, and allowed for damages (which in many would be the loſs of the whole, and in all of ſomething) 15 per cent. on the prime coſt, ſo ſold. This Mr. Francis calls 30 per cent. and rates it as a clear profit.—Beſides this drawback, the agent, as will appear from an inſpection of his books, if called for, has frequently been obliged to purchaſe ſtores at a price far exceeding the allowances made to him by the Company.

In the purchaſe of

Ghee, he loſt	20	per cent.
Moong	25	ditto
Turmerick	17½	ditto
Oil	52	ditto
Salt beef	33	ditto

He is likewiſe liable to loſſes in the tranſportation of goods to Calcutta, and by an adventure from Purnea laſt ſeaſon, ſuſtained a loſs of 10,000 rupees.

Mr. Francis, ſtating the ſum of current rupees 2,29,912, as a clear gain to the agent, makes no deduction for the loſſes I have ſpecified, nor has he conſidered the decay, waſtage, ſervants wages, cooley hire, and other unavoidable expences, attending the agency for near three years; but in order to ſwell this ſum as much as poſſible, he has included in it, about 70,000 rupees, as received by the agent, though the riſk for which it was paid to him will not expire 'till May, 1780.

Mr. Francis once thought differently of my plan: the

the words of his minute delivered on the 4th November, 1776, when it was firſt read at the Board, were, "*If the ſervice be neceſſary in any degree, it is a ſervice of the firſt neceſſity, and ſhould not be ſtinted for the ſake of any inconſiderable ſaving, which in the event perhaps might only be apparent.*"

I am firmly of opinion, and am happy to be confirmed in it by the ſentiments of the commander in chief, that the ſervice muſt continue of the firſt neceſſity, while we continue in poſſeſſion of Fort William.

I alſo moſt heartily concur with the commander in-chief in opinion, that the Board could not confer a contract of this importance on a gentleman of more honor and integrity than Mr. Belli, or who could more conſcientiouſly diſcharge the duties of it.

In reply to Mr. Francis's obſervation, *that Mr. Belli enjoys the favor and protection of government*, I do moſt ſolemnly declare that he has never applied to me for the moſt trifling interference or ſupport in his agency.

I have one remark to make on the ſubject of this agency ſince Mr. Francis has thought proper to make ſo pointed an attack upon it. He muſt remember how ſtrenuouſly it was oppoſed by the late General Clavering in its ſeveral ſtages. His proteſts and remarks were tranſmitted to the Court of Directors, and were received at a time when our proceedings were rigidly ſcrutinized, and when every meaſure propoſed by me which could be deemed in the ſmalleſt degree objectionable, underwent the ſevereſt comment.

My plan for ſupplying Fort William with proviſions, paſſed without a remark; and this is to me a

convincing proof that the Directors esteemed it to be highly beneficial to the company*.

(Signed) WARREN HASTINGS.

Houghly, 2d October, 1779.

Mr. Francis,

I HAVE not seen Mr. Barwell's minute in which the Governor General affirms, that *every objection* urged by me against the contract proposed to be given to Mr. Belli for five years, is fully answered. I did not know that such a minute existed; and unless facts can be altered, I cannot for my own part conceive it possible, that mine can be refuted. The Governor General's minute was transmitted to me this morning.

If recrimination does not imply an admission of the charge, it certainly is no defence against it; I cannot allow that one abuse is justified by another; nor am I bound to answer any objections, whether valid or not, to the agency for stores held by Mr. Livius.—The Governor General and Mr. Barwell had just as much concern in giving it to him as I had.—*If it be liable to abuse, why is it not corrected? if his profits are too great, why have they not been reduced? Mr. Hastings and Mr. Barwell have had absolute power in their hands for above three years.*

It is said "*that Mr. Livius has an agency with fifteen per cent. commission on articles rated by former charges of commissaries; of course greatly above the real cost.*" If the

* Yet the Directors have severely censured it, in their letter by the General Barker; but being slow in their proceedings, it encouraged Mr. Hastings to infer in his own favour, that they had approved it.

the aſſertion were true in terms, it remains to be explained, even on the principle of precedents, *how the giving fifteen per cent. to one agent, juſtifies giving thirty per cent. to another.*—Meſſ. Robinſon, Kilhican, and Croftes reported that 20 per cent. per ann. would be a reaſonable commiſſion to Mr. Belli. *Mr. Haſtings and Mr. Barwell, nevertheleſs gave him thirty.*—With reſpect to the military ſtorekeeper's book of rates, the fact is, *that it was formed by the late Colonel Dow, with the approbation of the Board of Ordnance, not by the former charge of the commiſſaries, but by an enquiry into the actual Bazar prices of that period*; whether Mr. Livius gains or loſes by thoſe rates, is unknown to me. I believe that occaſionally he may do both.—I have no right to examine his mercantile books, nor does it concern the ſervice in queſtion.

It is ſaid that "*Mr. Livius is profeſſedly patronized by me,*" I recommended him to the office of military ſtoreſteeper, and I would maintain him in the juſt rights belonging to it, on the ſame principle, on which I would inſiſt on his performing the duties of it; thus far my patronage of Mr. Livius has extended.

But it is ſaid, "*that I paſs his bills*;" the aſſertion, as it ſtands expreſſed, may be ſuppoſed to be a miſtake.—The Governor well knows, that I reſigned the employment of comptroller of the offices from the end of December, 1778; and that I have repeatedly urged to him the neceſſity of requeſting ſome other member of the board to undertake it from that period. Places of influence and profit, are not ſeen ſo eaſily relinquiſhed. If the accounts of the public offices have not ſince been examined, the Governor General, I preſume, will aſſign his reaſons for it to the company; neither is it true, that I ever paſſed Mr Livius's bill in the ſenſe plainly implied by the Governor:

they

they were conſtantly examined by Mr. Baugh and his aſſiſtant, with the utmoſt ſtrictneſs, before they came to me for their final confirmation. My diary is before the Court of Directors, it was not poſſible therefore, that I could favour Mr. Livius, or any body elſe, unleſs Mr. Baugh and I acted in colluſion. I deſire that he may be examined at the board upon his oath, and in my abſence, concerning the manner in which I executed my part of the examination; and I moſt earneſtly requeſt of Mr. Wheler, to make a motion in my behalf to this effect, at the next Board of Inſpection: I leave it to the Governor General and Mr. Barwell to put ſuch queſtions to him as they think fit. It would be much beneath me to make any other reply to the concluſion evidently meant to be drawn from the ſuppoſed fact "*of my paſſing Mr. Livius's bills*," but that I receive it as it deſerves,

Again it is aſſerted, "*that nine or ten lacks thus paid to Mr. Livius, are yet unaccounted for.*" I do not know what the amount of the military ſtore-keeper's diſburſements may be ſince December laſt, having no concern in the examination of his accounts. The ſecretary has the monthly accounts before him, and I deſire he will ſtate the amount in this place, (current

R's. A. P.

rupees 4,13,965 : 13 : 6) the military ſtore-keeper's accounts of his diſburſements being given unto him every month, and a balance ſtruck before he receives a farther advance for the enſuing month, it cannot truly be ſaid, that the ſums he has received ſince December laſt, are unaccounted for. If his accounts are not examined, it is not his fault.

Any perſon unacquainted with the tranſaction of buſineſs in the military ſtore-keeper's office, and who ſaw only in what circumſtances, and with what apparent

parent view it is aſſerted, " *that nine or ten lacks thus paid to Mr. Livius, ſince December laſt, are yet unaccounted for,*" would naturally conclude that this money was all on account of his agency for the proviſion of military ſtores. For if it were not ſo, the compariſon between his ſuppoſed profits, and thoſe of Mr. Belli (to ſhelter which, Mr. Livius's name and office are manifeſtly introduced) proves nothing, and falls to the ground. Now the fact is, that the greateſt part of the monthly ſums iſſued to Mr. Livius, are advanced to him as military ſtore-keeper, not as agent. Out of theſe he pays his own office charges by a fixed eſtabliſhment; the eſtabliſhment of the commiſſary general's office, with the price of all the articles furniſhed by Lieutenant Colonel Green by contract; the price of all the powder furniſhed monthly by the powder contractor; and many other contingencies. In the management of all theſe diſburſements, the military ſtore-keeper pays as faſt as he receives, and has no profit whatſoever, not even that of having a ſum of public money for a ſhort time in his hands. It is a fact, not unworthy of notice in this place, that all the other heads of officers, receive their monthly advances twenty days before he does, owing to ſome difficulty of adjuſtment between him and the Commiſſary, by which in this reſpect they both ſuffer.

The following ſtatement which I have deſired the ſecretary to fill up, will ſhew what proportion the foregoing diſburſements, bear to the total amount of the military ſtore-keeper's advances, ſince December laſt.

	Current Rupees.
Firſt, Total amount of advances, from January, 1779, incluſive	442105 : 7 : 6

Second

Second, Amount of office charges, as per eſtabliſhment for ditto —	6899 : 8 : 0
Third, Amount paid to Lieutenant Colonel Green, for ditto —	16321 : 7 : 8
Fourth, Ditto to the powder contractor — — — —	124605 : 14 : 9
Five, Ditto of all other contingent expences — — — —	122116 : 2 : 10
Total Current Rupees	2,69,943 : 1 : 3
Difference	1,72,162 : 6 : 3

To that part of the Governor General's minute which immediately follows, I ſhall make no anſwer. He ſuppoſes his facts, and draws his concluſion from them. Perhaps we ought to deem it a proof of his moderation, that he has not endeavoured to ſecure his friends in the poſſeſſion of all the lucrative contracts, as well as employments, for the next twenty years; and that he has confined the intended operation of his influence to ſo ſhort a period as five years, after the expiration of his adminiſtration. He had full as good a right to do one as the other.

I have quoted the Governor General's own words at length; yet he ſays, "*that I have groſsly miſ-ſtated his minute.*" At the worſt, I could only have been guilty of a miſconſtruction, of which every man, who reads my minute, would be able to judge, having the Governor's words literally quoted before him; I did really conceive that it was meant to be aſſerted, or underſtood at leaſt, that Mr. Belli had ſuffered heavy loſſes and inconveniencies.

niencies. It did not occur to me, that he could have made "*frequent remonſtrances concerning the heavy loſſes and inconveniencies to which he was ſubjected by the preſent indefinite term of his ageney.*" If, in fact, and after an experience of near two years, he had ſuffered no ſuch loſſes and inconveniences, we are therefore to attribute theſe frequent remonſtrances of the agent, not to any loſſes and inconveniences he has actually ſuſtained, but merely to the quickneſs of his apprehenſion. He finds himſelf ſubjected to loſſes, of which hitherto he had no experience, and nothing leſs than a contract for five years can ſecure him againſt them.

Here one would think we might be ſure of our facts, and that the argument might be concluded. The Governor General, however, is pleaſed to take new ground; after charging me with having "*groſsly miſ ſtated his minute,*" in the conſtruction I gave to the words, "*ſubjected to many heavy loſſes,*" he himſelf now aſſerts, that "*ſome he has actually ſuſtained.*" The word "*ſome,*" I preſume, muſt refer to *heavy loſſes*; and, if that be true, my conſtruction of his original words is no other than what he himſelf now gives them, and confirms; if not, he muſt be underſtood to have intended to weaken his own argument, by ſaying, that the agent was only liable to heavy loſſes, when he might have ſaid, as he does now, that he had actually ſuffered them.

I have ſtated the whole commiſſion as a clear gain to the agent, from a conviction, that it was, or might have been ſo, or within a mere trifle of it. In the ſupply of articles of proviſion, the bazar market retail rates of Calcutta are the higheſt that could be taken. A contractor, who purchaſes in groſs quantities in the different parts of the country in which the articles are produced, ought to gain at leaſt enough between the purchaſe and the Company's price, to defray all charges of merchandize

and other expences whatſoever, conſidering always that he trades with the public money, and not with his own.

The plan to which I originally gave my aſſent, was propoſed at a time when I thought that an invaſion of theſe provinces was a probable event. That apprehenſion, whether well or ill-founded, was the ground of this and ſeveral other opinions delivered by me, tending to prove the expediency, if not neceſſity, of putting theſe provinces in a poſture of defence. The Governor General conſtantly treated the idea of an invaſion as chimerical; yet, in this inſtance, as well as in many others, in which our military and naval eſtabliſhments have been, on his principles, very unneceſſarily augmented, he acted as if he thought the apprehenſion of an invaſion was not ill-founded; his opinion has been juſtified by the event, but they both condemn his conduct.

I never would ſtint a neceſſary ſervice for the ſake of any inconſiderable ſaving. I thought this a neceſſary ſervice at the time when it was propoſed, and I would not have ſtinted it: not that I diſregard little ſavings, but becauſe I know, by experience, that while they are attended to, the great ones are neglected. But admitting that the circumſtances of public affairs were not changed, as I affirm they are, is this really the ſame plan to which I originally gave my conſent? Did I ever conſent to allow the agent a commiſſion of thirty per cent. per annum againſt the opinion of the merchants to whom the reference was made, and whoſe opinion was to have decided the queſtion? On the contrary, did I not remonſtrate againſt it? Was the binding the India Company by contract to maintain a ſpecific garriſon in Fort William, and in one particular mode, and whether they approved of it or not, and under every poſſible change of the circumſtances of the government, ever ſuggeſted to me at the time the agency was propoſed? If theſe queſtions can-

not

not be anſwered in the affirmative, it follows, that it is not I who think differently of the plan, but the Governor General, who has changed his plan for a purpoſe in which the public ſervice has no concern.

On the remainder of the Governor's minute I ſhall make no remarks, though not for want of materials; I content myſelf with doing my own duty, and leave it to others to anſwer for themſelves.

(Signed) P. FRANCIS.

SIR, On the 6th of October, 1779.

I deſire you will ſend the incloſed minute in circulation. I remain, Sir, your's,

E. WHELER.

In conſequence of the moſt earneſt requeſt of Mr. Francis, I move, that Mr. Baugh may be examined at the board upon oath, concerning the manner in which Mr. Francis hath examined and paſſed the accounts of Mr. George Livius. And I muſt further deſire, that his (Mr. Baugh's) examination may be taken in Mr. Francis's abſence.

E. W.

Extract Conſultation the 1ſt of November, 1779.

Mr. Baugh attending the board in conſequence of the motion made by Mr. Wheeler, and entered in the laſt conſultation, is admitted.

Read—The motion of Mr. Wheeler.

Mr. Francis.—My intention was, to give the Governor General an opportunity of ſatisfying himſelf, and doing me juſtice, upon the points alluded to in the motion. I do not inſiſt upon his oath, becauſe I am perfectly ſatisfied that his teſtimony will be equally valid without it. As I was ſick at Houghly at the time the motion was made, I did imagine it would be reſolved upon in my abſence, but I have no difficulty about its being determined now.

Governor General.—I ſhall put no queſtions to Mr. Baugh in the mode preſcribed; I think it very irregular. I have not even given Mr. Francis's minute an intire peruſal, although I have kept it by me for ſome time with the intention of examining it, and of replying to it, if I had found it neceſſary. Other buſineſs of more importance, a ſtrong averſion to perſonal debate, and a conviction of its inutility for any purpoſe, either of deciſion here, or of reference at home, have hitherto concurred to make me poſtpone it. Mr. Baugh is now before the board at the requiſition of Mr. Francis. I ſhall leave it to Mr. Francis to put what queſtions he may think proper to him, either upon oath, or otherwiſe.

Mr. Wheeler.—I am called upon by Mr. Francis to take a part in this diſagreeable buſineſs, which is exceedingly irkſome to myſelf, and becomes ſtill more ſo by the Governor General's declining to put any queſtions to Mr. Baugh. If time had permitted a ſhort anſwer to Mr. Francis's laſt minute, it might have anſwered the ſame purpoſe as the queſtions which I muſt now addreſs to Mr. Baugh, and I doubt not but the anſwers will give the board every ſatisfaction they can require.

Mr.

Mr. Wheeler delivers the following queſtions to be put to Mr. Baugh.

1ſt. Whether it is not your duty, as aſſiſtant to the comptroller of the offices, to examine the monthly accounts of each office before they are ſeen by the comptroller, and to furniſh him with whatever remarks may have occurred to you thereon?

Anſwer. Preparatory to the comptroller's examining the accounts of the offices, they have always been examined by my aſſiſtant, ſo far as reſpected their calculations and additions, after which they have been compared by me, with the vouchers delivered with them. I have then compared ſuch charges as were eſtabliſhed, with the fixed eſtabliſhments; alſo ſuch charges for ſtores provided by contract, or by agency, with the terms of the different engagements for thoſe ſupplies. And if upon this examination I have diſcovered any deviation from either, I have pointed them out to the Comptroller, who has either immediately deducted the difference, or applied to the head of that department, whoſe accounts were under examination, for an explanation.

2nd. Whether you have not conſtantly done ſo?

Anſwer. Yes, I have.

3d. Whether you have ever obſerved, that Mr. Francis, in examining the accounts of the military ſtore keeper, or of any other of the public offices, or in paſſing their bills, or in any other inſtance whatſoever, has favoured the military ſtore keeper, or any other perſon, or has ever ſuffered an error or overcharge in his or their accounts, to paſs without correction and cenſure?

Governor

Governor General.—I beg that Mr. Baugh may be diſpenſed from anſwering the third queſtion, if there is a neceſſity for it; it is highly improper on many accounts, conſidering the wide diſtance between Mr. Baugh and Mr. Francis, that he ſhould be obliged to anſwer to ſuch a queſtion. *I do not recollect what words of mine have given occaſion for it; but if I have made uſe of any, which either directly lay ſuch a charge to Mr. Francis's account, or imply it, I retract them, without accounting at this time for the manner in which any ſuch expreſſions may have eſcaped me, as they are now entirely out of my memory. The object of the queſtion therefore is removed.*

Mr. Francis.—I am ſatisfied, and deſire the queſtion may be waved.

4th. To what point of time have the military ſtore keeper's accounts been examined and paſſed by the Comptroller?

Anſw. To the end of December, 1778.

5th. What is the amount of the monthly ſums iſſued to and from the treaſury for the monthly diſburſements of his office, including his agency ſince December 1778, to the end of September laſt?

Anſw. The advances made to the military ſtore keeper from the treaſury, between the 1ſt of January and 30th of September, 1779, amount to current rupees 4,24,000; but in this ſum is not included his advance on account of September, being 42,000 rupees, becauſe it did not paſs the board in time to be iſſued during that month. The order of the treaſury was not ſigned till the 30th of September; and I obſerve, by the eſtimate of the ſtore keeper's diſburſements for October, that the amount was not received till the 6th of the laſt-mentioned month.

month. In Mr. Francis's minute of the 2nd of October, the amount of the advances iſſued to the military ſtore keeper to the end of Auguſt, is ſtated by me at current rupees 4,42,105 : 7 : 6; but it is proper to remark, that in this ſum is included the monthly payments made to him by Mr. Robert Stewart, on account of the new powder works, and his receipts for ready money ſales.

6th. Has the military ſtore keeper delivered in his monthly accounts regularly to the Comptroller's office ſince December laſt?

Anſwr. Yes, to the end of September.

Governor General.—I deſire to put the two following queſtions to Mr. Baugh.

1ſt. Have Mr. Livius's accounts ever appeared before the board?

2d. What is the amount of Mr. Livius's receipts and diſburſements, from the time he firſt had charge of his preſent office, to the date of my minute in September? If Mr. Baugh cannot anſwer the laſt of theſe queſtions from his own official knowledge, I deſire him to obtain proper official information to compleat his anſwer?

1ſt *Anſwr.* They never have appeared before the board. It was not the intent of the regulations conſtituting the Comptroller's office, that they ſhould be laid before the board.

2d *Anſwr.* Not having the neceſſary materials in my poſſeſſion for furniſhing the accounts required by the Governor General, I applied for it to the military ſtore keeper, and beg leave to lay before the board the following

lowing abſtracts, which I have in conſequence received from him, of his recepts and diſburſements from April 1775 to September, 1779, incluſive, the former amounting to current rupees 23,16,074 : 13 : 3; the latter to 23,1678 : 1 : 3, which conſtituted a balance in favour of Mr. Livius, which he had actually advanced for the Company, inſtead of being nine or ten lacks in arrear. Mr. Livius was appointed to the office of military ſtore keeper on the 20th of March, 1775, and the Governor's minute is dated in September, 1779.

I think it proper to acquaint the board, that my application for this account would have been made to the Accomptant General, and not to the military ſtore keeper, could the former have furniſhed it complete. But the general books being balanced only to the 30th of April, 1778, it could not have been prepared from them to a period ſubſequent to that time. I believe alſo, that the entries in the general books are adjuſted from the abſtracts of the receipts and diſburſements ſupplied to the Accomptant General by the heads of the different offices.

Minutes

Minutes on the Advance Salary and Appointment to Sir Eyre Coote. Extract Board of Inſpection the 12th of April, 1779.

Read the following propoſitions of Lieutenant General Sir Eyre Coote.

That the five half ſhares of the revenue do devolve upon Sir Eyre Coote, as Commander in Chief, from his arrival in Fort William on the 23d of March, and that General Stibbert do only ſhare as oldeſt Colonel from that time.

That the 3000 rupees per month, lately granted to General Stibbert for contingent expences in the field, do devolve on General Coote, from the 31ſt of March, as Commander in Chief.

That the 16,000 rupees per annum, for ſecret intelligence, do devolve to General Sir Eyre Coote from the 31ſt of March.

Sir Eyre Coote delivers in the following minute.

The reference I made to the board on the ſubject of General Stibbert's allowances, which exceed mine by 82,750 rupees per annum, proceeded from an idea, that they were granted to him as Commander in Chief, under the preſidency; and as, on my arrival at Fort William, he could be no longer conſidered in that capacity, whatever he drew under ſuch a denomination muſt neceſſarily be diſcontinued to him.

An examination of the minutes of Council has rendered me maſter of the ſeveral reaſons aſſigned for granting him thoſe allowances; and my reſearches on

 this

this occaſion have led me alſo to a knowledge of the ſentiments which have been expreſſed by the members of the board in general, reſpecting the inſufficiency of the ſalary allowed by the Court of Directors to their Commander in Chief in India.

From a long experience of the ſervice, I am thoroughly convinced of the juſtice of this opinion, and I am equally certain, that the Court of Directors never meant I ſhould ſuffer in my private fortune by carrying on the public ſervice.

You will pleaſe therefore, Gentlemen, to adopt ſuch meaſures as may prevent any unneceſſary expence from falling on the Company, and which will at the ſame time enable me to execute the duties incumbent upon me, as their Commander in Chief, to viſit the ſeveral ſtations of the troops, or to take the field, if neceſſary, without involving myſelf in expences, which I ſhould be unable to ſupport.

(Signed) E. COOTE.

Mr. Francis,

I have prepared my opinion on the Commander in Chief's propoſitions, and beg leave to lay it before the board.

My opinion on the account of General Stibbert's allowances is very fully ſtated in the conſultation of the 14th of May, 1778, and I adhere to it in every particular. I think they ſhould now be reduced to the eſtabliſhment at which they ſtood during General Clavering's command. This eſtabliſhment was formerly referred to the Company, and confirmed by them in their letter of the 24th of December, 1776, paragraph 49.—I

cannot

cannot conſent to any variation from the allowances fixed by, and enjoyed by General Clavering, without the Company's orders.— The very laſt which they have given, and which Sir Eyre Coote brought out with him, direct, that Lieutenant General Sir Eyre Coote do receive the ſame pay as Commander in Chief of their forces in India as was received by Lieutenant General Sir John Clavering. If all the allowances ſtated in the propoſitions are agreed to, the preſent Commander in Chief will receive eighty-two thouſand two hundred current rupees per annum more than was received by his predeceſſor.

(Signed) P. FRANCIS.

Mr. Barwell,

AS I expect in a ſhort time the orders of the Company on the additional allowances drawn by Brigadier General Stibbert, there does not appear any urgent neceſſity to proceed on the regulation of ſuch allowances until the arrival of the Company's inſtructions. The Court of Directors, in fixing the eſtabliſhed ſalary for a commander of all their forces in India, have expreſſed it as a ſalary. They therefore certainly intend it to be drawn free, and diſburthened from all diſburſements to be incurred in the immediate execution of their military ſervice; they certainly did not intend to put the Commander in Chief of all their military forces upon a meaner eſtabliſhment than the provincial Commander in Chief at the other preſidencies, or General Stibbert, whoſe allowance by the 49th paragraph of their letter of the 24th of December, 1776, is reckoned at 82,000 rupees. Theſe facts are ſo very ſtriking, that I cannot doubt of our having full authority to regulate an eſtabliſhment for Sir Eyre Coote, while in the field, as may be ſuitable to his high rank, and bear ſome proportion

to the allowances made to the ſubordinate field officers of this government. I am for the queſtion, that a field eſtabliſhment be formed for Lieutenant General Coote, Commander in Chief of all the Company's forces while in the field.

Governor General,

THE allowance of five half ſhares of the commiſſion on the revenues was not an eſtabliſhment annexed to his ſtation, but a bounty ſpecially and perſonally granted to General Stibbert, by the order of the Court of Directors in the 31ſt paragraph of their general letter of the 16th of April, 1777. It cannot, therefore, be taken from him, but by the ſame authority.

The allowance of 3000 rupees per month for contingent expences in the field was granted to General Stibbert by a ſeparate act of this board, though their reſolutions upon this ſubject have been various, yet the opinions of the different members, reſpecting the neceſſity of ſuch an allowance, have been generally the ſame, as may be ſeen by the proceedings of the board of the 29th of February, 1776, when this ſubject was firſt brought under the conſideration of the board, and for other reaſons rejected. For the truth of this, I appeal particularly to the opinions of General Clavering and Colonel Monſon.

This was never meant as an allowance annexed to the ſtation of Commander in Chief, for when it was firſt propoſed, General Stibbert was not conſidered as inveſted with that character, but to defray the unavoidable expence attendant on the command in the field.

As the reſolution of the board upon this ſubject has been long ſince referred to the Court of Directors, with another

another relative circumſtance, which muſt force their attention to it, and draw from them a clear deciſion upon it; and as that deciſion may be expected with the firſt diſpatches of the ſeaſon, I think it would be improper and irregular to make any alteration in it at this time.

I do not recollect any orders which authoriſes General Stibbert to draw a fixed ſum for ſecret ſervice. This is an expence in its nature variable, and the Court of Directors, in their letter of the 24th of December, 1776, have expreſsly directed that it ſhall not be fixed, but that Colonel Stibbert, (that is commander in the field) ſhall be paid ſuch expences as ſhall appear to us to have been neceſſarily incurred by him, from time to time, on that account.

I apprehend, that this is a ſervice which will properly and excluſively belong to the Commander in Chief, whenever his ſituation will enable him to aſſume the charge of it, and that General Stibbert ſhould be accordingly directed to conform to his orders reſpecting it.

Reſpecting the incidental charges of the Commander in Chief, when he is in the field, or which in this point will be equivalent, when he is abſent from the preſidency, I ſhall premiſe the following obſervations:

1ſt. The preſent allowances drawn by General Stibbert is as follows:

Pays

Pays Brigadier General, 750l. per ann.	7,500
Table expences in the field ——	60,000
Contingent expences in the field —	36,000
Commiſſion in the revenue, current rupees, 21,368, or — —	19,250
Sonat Rupees	1,22,750

I do not reckon the allowance for ſecret ſervice, becauſe I regard it as a public charge, in which he has no intereſt, or other concern, than faithfully to diſburſe what he draws.

Of the above eſtabliſhment the following ſums have been allotted to General Stibbert, by the expreſs appointment of the Court of Directors:

Pay as Brigadier General — —	7,500
Table charges in the field ——	60,000
Commiſſion on the revenue at that time, as I find it computed in Mr. Francis's minute of the 14th of May, 1778, current rupees 24,486, or —	22,059
Sonat Rupees	89,559

The ſalary allowed to the Commander in Chief, by the fundamental regulations of this government, is 6000l. per annum, or rupees 60,000.

The ſum is expreſſed to be in lieu of all charges and contingencies in the field; but the Court of Directors have ſince granted to their firſt Colonel on this eſtabliſhment, as I have remarked above, an annual ſtipend of 80,559 rupees, a ſum exceeding that of a Commander in Chief by nearly 50 per cent.

But

But it cannot be ſuppoſed, that the Court of Directors ever meant to invert the order of the ſervice, and that in ſo great a degree, as to make a partial and unjuſt diſtinction between an officer placed, not by ſelection, but by caſual ſucceſſion, at the head of a ſingle eſtabliſhment, and the Commander in Chief of all the Britiſh forces in India; therefore, when they paſſed theſe grants to Colonel, now General, Stibbert, they *virtually* eſtabliſhed a precedent for a proportionate augmentation of the allowances of the Commander in Chief of all the Britiſh forces in India; for it cannot be diſputed, that his unavoidable expences in the diſcharge of all the various duties annexed to his ſtation muſt greatly exceed thoſe of General Stibbert in a limitted command; and I will preſume, that had it been at the ſame time propoſed to aſcertain the allowances of the Commander in Chief, they would have augmented them proportionably.

On the premiſed grounds, I move,

1ſt. That the Commander in Chief be allowed to draw for the expences of his table, when he is in the field, 90,000 rupees per annum.

2. That the Commander in Chief be authorized to draw for the following eſtabliſhment for himſelf and his ſtaff, when he is in the field, in lieu of travelling, and all incidental charges whatever.

12 Budgerows	—	150	1800
30 Boats	—	40	1200
10 Elephants	—	75	750
200 Coolies	—	5	1000
28 Hircarahs	—	7	196
1 Head ditto	—	30	30
1 Naib	—	15	15
			4991
50 Laſcars	—	8	400
1 Serang	—	20	20
2 Tindals	—	15	30
4 Hackeries	—	30	120
2 Gurry Men	—	7	15
2 Writers	—		150
Stationary	—		200
12 Horſes	—		360
		S. Rs.	6286

The ſums which I have annexed to the eſtabliſhment are added merely to ſhew the computed amount of it, but are not taken from any correct authority, nor meant to be a part of the propoſition. If this motion ſhall be agreed to, it will be the province of the Commiſſary General to affix the rates of expence to each article, and I ſhall propoſe that they be referred to him for that purpoſe.

Mr. Francis,

On the principles on which the opinion I have already given was founded, I have much more reaſon to object to the eſtabliſhment now propoſed, than to the Commander in Chief's firſt propoſitions. All the allowances granted to General Stibbert, as Commander

in

in Chief, or otherwiſe, and which I have conſtantly objected to as exceſſive, are to be continued to him; and, at the ſame time, a total new eſtabliſhment created, amounting to the monthly charge of current

R. A. P. R. A.

rupees, 15,302 : 7 : 5. or 1,83,629 : 8 per annum. I am againſt the motion *.

Mr. Purſell, I cannot concur in opinion with Mr. Francis, that the propoſed eſtabliſhment is a double one. I do not underſtand theſe allowances are to be drawn upon any other occaſion, than that for which it was expreſſed, for the General's expences in the field. There is no immediate call, that I know of, upon the Commander in Chief to leave the preſidency †; and, before a month is paſſed, we ſhall, in all probability, receive the orders of the Court of Directors, whether Brigadier General Stibbert is to draw the allowances which he is intitled to receive, or whether they are to ceaſe.—In either caſe, the neceſſity of the eſtabliſhment now propoſed for the Commander in Chief of all the Company's forces is but a ſingle eſtabliſhment; nor is this a monthly eſtabliſhment, or if it was, is it of the extent ſtated? It is an eſtabliſhment only to be drawn when the public ſervice calls the Commander in Chief from the preſidency. That it will be drawn, I admit; but it is not probable it will be drawn through the whole year; beſides, it is a charge limited to a ſpecific ſum, but does not neceſſarily include the expenditure of the whole amount.—I agree to the propoſition.

Governor General—I agree to the propoſition.

* He left it, however, in a ſhort time thereafter, and has taken care not to return in a hurry; it was originally underſtood to be ſo.

† He was afterwards allowed 1200 rupees per month in addition to the above allowance.

Reſolved, that the Commander in Chief of the Company's forces in India, be allowed to draw for the expences of his table, when he is in the field, the monthly ſum of ſeven thouſand five hundred Sonat rupees, or ninety thouſand current rupees per annum.

Reſolved, That the Commander in Chief of the Company's forces in India, be allowed to draw for the following monthly eſtabliſhment for himſelf and his ſtaff when he is in the field, in lieu of travelling and all incidental charges whatever, when in the field.

12 Budgerows
30 Boats
10 Elephants
200 Coolies
28 Hircarahs
1 Head ditto
1 Naib
50 Laſcars
1 Serang
2 Tindals
4 Hacheries
2 Gurrymen
Stationary
12 Horſes.

Ordered, That this eſtabliſhment be referred to the Commiſſary-General, with direction to affix the rates of expence to each article, ſpecified therein.

Mr. Wheeler having delivered the following minute, on the foregoing proceedings being ſhewn him by the ſecretary, it is entered in this place for the ſake of connection.

Mr. *Wheeler*.—The argument made uſe of by the Governor-General, to evince the neceſſity of an augmentation of allowances to the Commander in Chief when

when in the field, are by no means sufficient to obobviate those objections, which from a perfect knowledge of the regulations alluded to, suggest themselves to my mind.

In the first place, the allowances to the commander in chief by the fundamental regulations of this government, was not an act of the court of directors, but of the proprietary at large, convened together for that purpose; and by their orders, communicated to their servants in Bengal, by the executive part of their constitution, the court of directors. Hence it appears to me, neither optional in the court of directors, to encrease or diminish an allowance voted to their commander in chief by a general court of proprietors; for if it was, with the same degree of propriety that the court of directors could revoke the orders of their constituents in augmenting an allowance fixed as above to their commander in chief, they might revoke any and every act of the proprietors at large.

It naturally follows, that the court of directors do not in themselves possess the power of altering the allowance fixed to the office of commander in chief; and it is equally conclusive with me, that no such power can possibly be vested in our board.

But even admitting their power; it is plain from the 5th paragraph of their general letter, dated the 7th of May 1778, by the Stafford, that it was not their intention to deviate from the established allowance, granted to their late commander.

Without entering therefore into the detail of this business, or expressing my disapprobation of the enormity of each particular article of increase, I shall content myself with objecting to any further allowances being made to Lieutenant General Sir Eyre Coote, that the

Court of Directors have in the 60th paragraph of their letter, dated the 29th of March, 1774, directed to be paid to Lieutenant-General Sir John Clavering; an extract of which I ſhall here ſubjoin,

"And that there be paid to him the ſum of ſix thouſand pounds ſterling per annum, in full for his ſervices as commander in chief, and in lieu of travelling charges, and of all other advantages and emoluments whatever, except his ſalary of ten thouſand pounds per annum, eſtabliſhed by law, and ordered to be paid him as one of the council at Fort William in Bengal."

E. WHELER.

Minutes in council, on the treaty with the Rana of Gohud.

Extract Secret Department Conſultation.

November 12th, 1779.

The Governor General informs the board, that during their late recess, he has had ſeveral conferences with the Miniſter deputed by the Rana of Gohud; and inveſted with full powers on the ſubject of a treaty of alliance offenſive and defenſive, propoſed by the Rana, to be concluded between him and the Company. The Governor-General lays before the board a draft of conditions which he has formed on the baſis of the Rana's propoſitions for ſuch a treaty; and which, with the Rana's letters and propoſitions, he deſires may be entered in this place, for the informations and opinions of the board.

(Signed) WARREN HASTINGS.

Draft of Treaty.

Article 1ſt. A treaty of alliance, offenſive and defenſive

fenſive, ſhall be eſtabliſhed between the Engliſh Company and Maha Raja Ranna Lohinder Bahadre.

2d. Whenever a war ſhall actually take place between the contracting parties and the Marattas *, if the Rana ſhall require the aſſiſtance of an Engliſh force for the purpoſes hereafter deſcribed, *ſuch a force, proportioned to the exigency of the ſervice ſhall be immediately ſent, on his requiſition made in writing to the commanding officer at the neareſt ſtation of the Company's troops; ſhall remain with him as long as he ſhall require it, and return when he ſhall diſmiſs it* †, the expence thereof ſhall be defrayed by the Rana at the fixed rate of twenty thouſand Muchle dar rupees of the currency of Banares, or any other ſpecies of rupees of ſame intrinſic amount, for each battalion of the Seapoys, on their preſent eſtabliſhment, with their proportion of artillery §. The payment to commence on the day when the ſaid force ſhall paſs the borders of the Company's dominions, or the dominions of the Nabob of Oude: and ceaſe on the period ſtipulated for its return to either; four coſs being allowed for each day's march.

3d. The force ſhall be employed for the defence of the Rana's dominions againſt all foreign or domeſtic enemies, and for the enlargement of his dominions by conqueſt on the Marattas.

4th. Whatever acquiſition in purſuance of this treaty ſhall be made of countries being contiguous to the

* The Marattas were then at war with the Rana of Gohud, and his forts attacked.

† Theſe were the ſtrange powers to Sujah Dowla, to exterminate the Rohillas.

§ The Rana had not wherewith to pay his own troops.

the Rana's dominions, or formerly appertaining to them, whether effected by his or the Engliſh troops, ſeparately or in conjunction, or obtained by treaty, ſhall be ſhared in the following proportions, viz. nine anas to the Company, and ſeven anas to the Rana: the mean amount of the groſs revenue of the Company's ſhare collected in time of peace in the ten years preceding, after deducting the charges of collection, which ſhall be aſcertained by Aumeens choſen by each party, ſhall be fixed and paid by the Rana as a perpetual tribute to the Company, and the lands and forts ſhall be ceded to the Rana.

5th. In caſe it ſhall be judged adviſeable to employ the combined forces of the Company and the Rana in any diſtant operations againſt the common enemy beyond the borders and neighbourhood of the Rana's dominions, on requiſition made in writing from this government, he ſhall furniſh ten thouſand horſe for ſuch ſervice; and each party ſhall bear his own ſeparate expence, which ſhall continue ſeparate until the return of the combined army to the borders of the Rana's country, or until it ſhall be employed in the ſervices mentioned in the third article of this treaty.

6th. Whenever the Engliſh forces are employed for the defence of the Rana's country, or for the acquiſition of territory, the ſervice to be performed ſhall be preſcribed by himſelf; but the mode of executing it ſhall be left to the direction of the officer commanding the Engliſh troops.

7th. Whenever the combined troops of the Company and the Rana ſhall be employed in any remote operations, ſuch as are deſcribed in the 5th article, the commanding officers of the Engliſh forces ſhall conſult the Rana on the choice of the ſervice

to

to be performed; but the ultimate decision, in case of a difference of opinion, and the mode of conducting such service, shall be left entirely to the commanding officer of the English troops, with a reservation of the Rana's complete authority over his own troops.

8th. Whenever peace shall be concluded between the English Company and the Maratta state, *the Rana shall be included as a party in the treaty which shall be made for that purpose; and his present possessions, together with such countries as he shall have acquired during the course of the war, and which it shall be then stipulated to leave in his possession, shall be guarantied to him by such treaty**.

9th. No English factory shall be established in the dominions of the Rana. No persons of any denomination shall be sent into his dominions, on the part of the English Company, or with the licence of the Governor-General and Council, without his previous consent, nor any authority exercised over them but his own †.

Ordered, That these papers lie for consideration.

Extract Secret Consultation.

2d December, 1779.

Considered the Governor-General's minute, entered in consultation the 12th of November, with heads proposed

* The Rana is a natural enemy, the Company but an occasional one: yet this treaty of alliance, modestly engages the Company to compel the ablest power in India, as the only condition of a peace with them, to be reconciled to an irreconcileable enemy. And that that enemy's possessions, though incapable of preserving them, shall be warranted by the Company, at all events.

† Of what benefit will the treaty be to a commercial Company on these conditions?

proposed for a treaty to be concluded with the Rana of Gohud.

Read the letter from the Rana, recorded in the books of the Persian correspondence, received the 7th of June last; also another letter dated the 5th of Shaubaun, and received the 3d of September.

Read the proposed heads for a treaty with the Rana of Gohud, entered in consultation the 12th of November.

*The Governor-General lays before the board the following amended draft of a treaty proposed to be executed with the Rana of Gohud, and desires that it may be substituted for the former, and entered in consultation the 12th ult. As it contains such alterations *proposed by the Minister of the Rana, as the Governor-General deems reasonable*. And to the treaty in this form, the Minister, who is now present, declares his entire concurrence.

Draft of a treaty proposed between the Company and Maha Raja Leukinda Bahadre.

Articles of agreement, made and concluded at Fort William, in Bengal, between the honourable the Governor-General and Council for the affairs of the Honourable English East India Company on the one part, and Maha Raja Leukinda Bahadre, Rana of Gohud, for himself and his successors on the other part *.

Article 1st. Perpetual friendship shall take place between the English Company and Maha Raja Leukindar

* The remarks made in the preceding articles are sufficient for these; with this only difference, that the alterations in this are powerfully in favour of the Rana, and against the Company.

dar Bahadre and their ſucceſſors, and an alliance be eſtabliſhed between them for the proſecution of the objects hereein after mentioned.

2d. Whenever a war ſhall actually take place between the contracting parties and the Marattas, if Maha Raga Leukindar Bahadre ſhall require the aſſiſtance of an Engliſh force from the Company for the defence of his countries or for the acquiſition of territory, ſuch a force, proportioned to the exigency of the ſervice ſhall be immediately ſent, on his requiſition made in writing to the commanding officer of the neareſt ſtation of the Company's troops, and ſhall remain with him as long as he ſhall require it, and return when he ſhall diſmiſs it, the expences thereof ſhall be defrayed by the Maha Raja at the fixed monthly rate of twenty thouſand Muchle dar rupees of the currency of Benares, or any other ſpecies of rupees of the ſame intrinſic amount for each battalion of ſepoys on its preſent eſtabliſhment, with its proportion of artillery; the payment to commence on the day when the ſaid force ſhall paſs the borders of the Company's dominions, or the dominions of the Nabob of Oude, and ceaſe on the period ſtipulated for the return to either; four coſs being allowed for each day's march.

3d. This force ſhall be employed for the defence of the Maha Raja's dominions againſt all foreign or domeſtic enemies, and for the enlargement of his dominions, by conqueſt on the Marattas.

4th. Whatever countries ſhall be acquired from the Marattas in purſuance of this treaty by the troops of the Company, or of the Maha Raja, ſeparately or in conjunction, whether by war or treaty, except the fifty-ſix mahls which conſtitute the Maha Raja's jaghire, and

which are not now in the poſſeſſion of the Marattas, ſhall be ſhared in the following proportions, viz. nine annas to the Company, and ſeven annas to the Maha Raja. The mean amount of the groſs revenue of the whole ſhall be aſcertained by ameens choſen by each party, on the collections made in the ten preceding years, and the amount of the Company's ſhare, as determined by the ſaid ameens after deducting the charges of collection, which are cuſtomary in ſuch countries, ſhall be fixed and paid by the Maha Raja, as a perpetual tribute to the company; and the lands and forts ſhall be ceded to the Maha Raja.

5th. In caſe it ſhall be judged adviſable to employ the combined forces of the company and the Maha Raja in any hoſtile operations againſt the Marattas, beyond the borders of the Maha Raja's dominions, on requiſition made to him in writing from this government, he ſhall furniſh ten thouſand horſe for ſuch ſervice, and each ſhall bear his own ſeparate expence, and if upon the return of the Engliſh forces, towards their own borders, the Maha Raja ſhall have occaſion for their ſervices, and ſhall make a requiſition to retain them, from the inſtant of ſuch requiſition he ſhall pay their charge in the ſame manner as ſtipulated in the ſecond article. But it ſhall not be required of the Maha Raja, nor be in the power of this government, to detach or employ his troops beyond the borders of Gegur and Indoor, without ſpecial conſent.

6th. When the Engliſh forces are employed for the defence of the Maha Raja's country, or for the acquiſition of territory, the ſervice to be performed ſhall be preſcribed by himſelf, but the mode of executing it ſhall be left to the deciſion of the commanding officer of the Engliſh troops.

7th.

7th. Whenever the combined troops of the company and the Maha Raja, ſhall be employed in any remote operations, the commanding officer of the Engliſh forces, ſhall conſult the Raja upon all ſervices to be performed, but the ultimate deciſion, in caſe of a difference of opinion, and the mode of conducting ſuch ſervices, ſhall be left entirely to the commanding officer of the Engliſh forces, with a reſervation of the Maha Raja's compleat authority over his troops.

8th. Whenever peace ſhall be concluded between the company and the Maratta ſtate, the Maha Raja, ſhall be included as a party in the treaty which ſhall be made for that purpoſe, and his preſent poſſeſſions, together with the fort of Gowallier, which of old belonged to the family of the Maha Raja, if it ſhall be then in his poſſeſſion, and ſuch countries as he ſhall have acquired in the courſe of war, and which it ſhall then be ſtipulated to leave in his hands, ſhall be guaranteed to him by ſuch treaty.

9th. No Engliſh factory ſhall be eſtabliſhed in the dominions of the Maha Raja; no perſon of any denomination ſhall be ſent into his dominions on the part of the Engliſh company, or with the licence of the governor general and council without his previous conſent, neither ſhall his ryots be preſſed for any military ſervice, nor any authority exerciſed over them but his own.

Signed, ſealed, and concluded at Fort William, this day of in the year of our Lord one thouſand ſeven hundred and ſeventy-nine, or the day of

Mr. Wheler delivers in the following minute prepared in conſequence of the governor general's former pro-

positions, which he thinks equally applicable to the present.

Mr. *Wheler*. I feel myself a great deal at a loss in giving my opinion on the subject of the treaty proposed by the governor general with the Rana of Gohud, as I think a matter of so much importance should not have been introduced without being accompanied with necessary information to enable the members of the board to judge of its expediency.

The Rana of Gohud, is, I believe, almost a new name on our records. I am intirely unacquainted with the situation even of his capital, except by consulting the map, the extent of his territory, his revenue, the force he is able to bring into the field, and his personal character, are points in which I am equally uninformed, nor do I believe any Englishman, whose authority can be depended upon, has ever been within the territories of Gohud, to ascertain them; yet these are points, on which the board ought to have the most accurate information, before they proceed to decide on the proposed treaty; otherwise they may engage in a war with the Marattas, either to support, or make conquest for a man who has neither means or capacity to enable him to bear any proportion in the risque or charges which may attend such a war.

Uninformed, therefore, as I am, I can only give my opinion on the general principle of the proposed alliance; which is, that having for its object, war, conquest, and increase of territory, I conceive it to be contrary *to the true interest of the Company and British nation*, and to the fundamental policy of the former, and, in fact, changes the condition of the company here, from a commercial to a military state, that it is likewise in direct opposition to all our instructions, and peculiarly inexpedient at this time, when our treasury is exhausted, these provinces

vinces drained of their ſpecie, when the nation is engaged in a dangerous war in Europe, and the Company is threatened with a general combination of the Indian powers againſt all their ſettlements.

How, under ſuch circumſtances, the condition of the company is to be mended by hiring out their troops, and making conqueſt for a petty Raja, ſituated at ſo great a diſtance from their frontier, does not in anywiſe occur to me. I rather think that ſuch alliance, and the meaſures propoſed in conſequence, are calculated to draw the neighbouring Marattas upon us, to expoſe our extenſive and unguarded frontier to waſte and ravage, and to involve the Company ſtill more in danger and expence, without any adequate propoſed advantage.

I am therefore againſt the treaty.

Mr. Francis delivered in the following minute upon this ſubject.

Mr. *Francis*, The Rana of Gohud is a prince with whom the Company have hitherto had no connection, and whoſe name, I believe, is unknown to them: I myſelf, I confeſs, have no other information concerning him, than what I have been able to collect within theſe few days. I ſee, by Major Rennell's map, that his capital is ſituated in latitude 26 deg. 20 min. long. weſt of Calcutta, 9 deg. 20 min. Gwallier, the place of which he wants to get poſſeſſion, is a ſtrong fortreſs in the hills, about eighty miles diſtant from Etawa, on the other ſide of the Jumna. From ſome officers who have been in that part of the country, I underſtand that the Rana is very poor, that his country is wild, rocky, and uncultivated; and that his army is little better than a rabble, ill armed and cloathed, and without regular pay or diſcipline. The governor-general's motion gives us no information on any of theſe points: yet in the con-

conſideration of a queſtion of ſuch importance, as an immediate alliance, offenſive and defenſive, to be followed by a *future guarantee of future acquiſitions*, it ſeems eſſential to us to know what are the ſtrength and reſources of the prince with whom we are going to engage; the ſituation and extent of his country, together with the circumſtances and diſpoſition of the powers who border upon it, and in whoſe differences with him, whatever there may be, we ſhall probably become parties, in conſequence of our preſent engagements. Whether the conqueſt of Gwallier, is the Rana's ſole and real object, *or whether another expedition into Bunalecund*, may not be in fact the conſequence of our ſending troops to act with him, is in my judgment very uncertain. Colonel Leſlie ſet out under inſtructions, firſt to proceed to Bombay, and afterwards to Berar. Inſtead of doing either, he marched into Bundlecund, took poſſeſſion of the capital, and remained there very quietly till he died. I think it not at all unlikely, that the officer who may command this expedition now projected, will follow the example of his immediate predeceſſor. There is nothing to be gained in the country of Gohud, or its neighbourhood, whereas the diamond country offers every temptation. It is the high road to fortune, and therefore the moſt likely to be purſued. Having no authentic information before me, on the ſtate and condition of the Rana of Gohud, I muſt draw my concluſion from the beſt I have been able to obtain. Of courſe, they cannot be in favour of an alliance with a perſon ſo circumſtanced as I believe the Rana of Gohud to be. At the ſame time I have no difficulty in declaring, that if all the facts were reverſed, it would not incline me to aſſent to the meaſure. The event of theſe treaties in which we have hitherto engaged, or attempted to engage, does not furniſh me with any encouragement to enter into new ones, formed on the ſame principles, or to follow that line of policy. I deem it unwiſe and dangerous

gerous in every ſenſe. It is inconſiſtent with the welfare of Bengal to employ our forces in diſtant ſchemes of conqueſt, whether for ourſelves or others. It is inconſiſtent with the ſafety of Bengal to ſend our troops acroſs the Jumna, and much more to bind ourſelves to let them remain there at the direction of any of the country powers. The diſtance is too great, and the ſtrength of the Rana of Gohud too inconſiderable, to ſuffer me to ſuppoſe it poſſible, that the impreſſions of any efforts of *his*, or of ours in conjunction with him, can be felt on the Malabar coaſt, or create a diverſion that can be of the ſmalleſt ſervice to Brigadier-General Goddard.

But this, in my judgment, is not the moſt material conſideration: the extent of our preſent frontier, to ſpeak moderately, and without the hazard of exaggeration, is full as great as we are able to defend; and if it were not ſo, a ſyſtem of invaſion and conqueſt is equally unnatural, to the condition of the Eaſt India company as a mercantile body, and to that of the territory we poſſeſs in India.

What ſort of concluſions muſt ariſe in the minds of men at home, who are capable of judging of ſuch queſtions, when they ſee that with all our preſent immenſe poſſeſſions, and with all the revenues which we ought to derive from them, it is neceſſary to their ſecurity that we ſhould endeavour to enlarge them. On the ſame principle, and from the ſame cauſes on which ſuch meaſures are deemed neceſſary now, the future neceſſity of them muſt increaſe with every new acquiſition. We muſt continue to conquer, as long as we continue to acquire.

They who think ſuch a ſyſtem of policy eſſential to the ſafety of the Company's actual poſſeſſions, muſt admit, that our ſituation in India is not only very precarious,

rious, but incapable of being fixed, once for all, upon a limited and ſolid foundation: but I am far from admitting that our eſtabliſhment here is of that nature, or that the meaſures in queſtion have any tendency to ſtrengthen or ſecure it. —— Mr. Wheler's minute to which I entirely ſubſcribe, has anticipated a great deal of what I intended to have ſaid. I ſhall therefore only add, that the ſyſtem of which this meaſure makes a part, counteracts the fundamental principles of the Company's policy, and cannot be purſued without direct diſobedience to their poſitive and repeated orders and inſtructions to this government, nor without overſetting a principle laid down by the governor-general himſelf, and in which I entirely concur, that "Notwithſtanding "the ſuperiority of the Britiſh force in India, its general "line of action muſt be purely defenſive."

"The terms of the propoſed treaty are liable to many difficulties and objections. I ſhall only mention one. Guarantees between princes and ſtates are uſually, I believe, always reciprocal. There is a manifeſt reaſon, I confeſs, for not calling upon the Rana of Gohud to guarrantee, as regularly as he ought to do, the poſſeſſion of future acquiſitions to this government; but it is ſuch a reaſon as reduces the Rana very low, and ought to deter us from entering into any alliance with him. It may involve us into the conſtant ſupport of his quarrels with his neighbours; but it offers us no compenſation or aſſiſtance in return, ſuppoſing the Company's poſſeſin any other part of India were invaded, nor is is it in his power to afford it.

Whether this be a juſt obſervation or not, I need not inſiſt upon it, becauſe my oppoſition to the propoſed treaty, is founded on principles which do not oblige me to canvaſs the particular advantage, or diſadvantage of every ſpecific article contained in it. On that general ground

ground of argument, which Mr. Wheler has taken, and to which I have only added a little, without improving it. I entirely diſapprove of the propoſition, and proteſt againſt it.

Mr. *Barwell.* The general object of the treaty appears to me pointed to the preſent circumſtances of our government, and that of the Marattas. It ſtrikes me to be well calculated to give ſtrength, to both the offenſive means we hold within ourſelves, as to weaken thoſe of our immediate enemies the Marattas. In a ſtate of war with that power, every enemy that is raiſed up to their ſtate, is an advantage to our own.——Plans of conqueſts, acquiſition of territory, and a deſign to engage the forces of the Company in diſtant expeditions, to which the objections of Mr. Wheler and Mr. Francis particularly point, are not meditated by the preſent treaty. It is the defence of theſe provinces and the diſtreſs of the common enemy, that appears to me to have led to this treaty. If acquiſition of territory, or any advantage ſhall ariſe from ſuch a policy, the Company and the nation will be benefited, without any of the riſques that ſeem to be regarded with ſo much apprehenſion in the foregoing minutes. I agree to the propoſed treaty.

Governor-General. I had no ſuſpicion that the members of this government could be ignorant of the conſequence, much leſs of the exiſtence of the Rana of Gohud; it was therefore unneceſſary for me to have inſtructed them on theſe points. *Nor was I forward to introduce a meaſure of ſelf-apparent neceſſity, with arguments which I know would be conteſted,* and the meaſure of courſe oppoſed. We were upon the eve of a war with the Maratta ſtate; a war which is no leſs the effect of the Company's decided orders, than of the meaſures of their ſervants, to which this government has given its ſanction. From General Goddard's ad-

vices it may be almoſt poſitively concluded, that we are actually in a ſtate of war with them, *and poſſibly with other powers combined* with them. Had this government remained in total inaction, had no meaſure of this kind been adopted, I ſhould expect to be reproached with ſuffering the Company to be drawn into a war, with perhaps the firſt power in India, without any alliance to ſupport it, or to obviate the predatory incurſions of ſuch an enemy. I am now reproached with forming ſuch an alliance, and on grounds which will not apply to a ſtate of perfect peace and domeſtic ſecurity. Were the acquiſition of territory, or the increaſe of revenue the object, the operations of the treaty would not be limited to the ſeaſons of war. If war has taken place, or ſhall take place with the Maratta ſtate, the treaty ſecures the ſupport and aſſiſtance of a powerful Prince, whoſe dominions adjoin to our own frontier, and lie in one of the principal roads through which the Marattas muſt paſs to invade us, and the objects propoſed by the alliance, are ſuch as are moſt likely to weaken the Maratta ſtate, by depriving it of its reſources, and dividing its attention. At the ſame time, the principal in the treaty with us, is a man whoſe perſonal intereſts and enmity to the Maratta ſtate, we may depend on for his faithful adherence to it. He ſucceeded to his preſent poſſeſſions by the death of his father, who loſt his life, and the fortreſs of Gwalier at the ſame time, in an engagement with the Marattas, with whom the ſon has ever ſince been in a ſtate of warfare. It is notorious, and will be probably known to many well-informed perſons at home, that the Marattas have made various attempts to reduce the preſent Rana with numerous armies conducted by their moſt eminent leaders, and once by Raganaut Row in perſon; and have been as often repulſed with diſcredit to their government, and honour to the Rana. *That he was the protector of two of the moſt important and obnoxious characters in Hindoſtan-*

Gauzi,

Gauzi, Odien Cawn, and Coſſim Ali Cawn, are facts ſo notorious, that I cannot yet ſuppoſe any member of this board to be ignorant of them; and there are not only preſumptive, but very ſtrong proofs of the power of the man, whoſe ſtate could prove an aſylum to ſuch fugitives. His perſonal abilities are equally known. They are univerſally acknowledged, and proved by his actions.

I have ſaid that the object of the treaty, and the operations dependent on it, are reſtricted to a ſtate of war with the Marattas. A war, in which with reſpect to the immediate commencement of it, independent of former cauſes, *they muſt be the aggreſſors, by rejecting the offers of peace which we have made to them.*—If after all, my ſuppoſition ſhould not be realized by the event, but a peace enſue, the treaty becomes in itſelf null, being reduced to the ſimple tie of friendſhip, which alters nothing of the relative ſtate in which we are at preſent with the Rana; and all the conſequences which Mr. Francis concludes that it will entail upon us, which ſuppoſe a war with the Marattas, are certainly more likely to happen from ſuch a war, if we have no ſupport, than with a proviſion to avert them.—I have had ſuch frequent occaſion to complain of the unfair manner in which Mr. Francis quotes my words and opinions, that I ſhall make no other reply to his aſſertion of the contradiction of the preſent meaſure to my own principles, than that the expreſſion which he has quoted appertains to a different occaſion, and a different object, and bears no more relation to the preſent ſubject, than the diſpatch of treaſure to Bombay or Surat.

Mr. *Francis*. Neither Mr. Wheeler nor I, have profeſſed to be ignorant of the exiſtence of the Rana of Gohud; but when a treaty offenſive and defenſive is

propoſed to be concluded with him, I preſume it is not enough to know that he exiſts. I, for my own part, ſhould have held myſelf indebted to the Governor-General, as I always am, for any information he might have thought proper to give me of the circumſtances and ſituation of this Rajah. It is probable that I might have endeavoured to obtain it myſelf from other quarters, if at any period ſince my arrival in Bengal, I had thought it poſſible that an intimate connection of intereſts between the Company and him ſhould ever have been propoſed. When a ſimilar treaty was in agitation with a much greater Prince, I mean Modajee Booſla, the Governor-General introduced the propoſition with a very particular report of his ſituation, views, family, connections, reſources, and intereſts. The lights which the Governor-General's laſt minute have furniſhed me, do not tend to eſtabliſh a favourable opinion either of the Rana's character or ſtrength. I do not wiſh to be connected with a man who is only known by the protection he afforded to perſons ſo obnoxious to this government, and to India in general, as Coſſim Ali Cawn, and Gauzi Odien Cawn; and as to the ſtrength which enabled him to give them that protection, I believe it to be purely defenſive. He is a hill Rajah. I conclude he has ſtrong holds in the mountains, and that it is not eaſy to come at him. Admitting it to be true, that at this time, and to ſupport a war, which it is ſaid is the effect of the decided orders of the Company, alliances with ſome of the country powers might be uſeful and neceſſary. It does not follow that all and every alliance deſerves that character. It is not at all unlikely, that we may find ourſelves encumbered and embarraſſed with the burthen of a uſeleſs ally. I mean to uſe the words applied by the Governor-General not long ago, to our connection with Ragoba, and I am ſure I expreſs the ſenſe of them; an offenſive union with Hyder Ally, or the Nizam, or even with the Raja of

of Berar, if he could be ſeparated from his countrymen, might indeed on the principles of the preſent war be of importance to its ſucceſs. The Rana of Gohud is too inconſiderable to be of weight in either ſcale; but if his ſtrength were greater than it is, it would not neceſſarily follow that we ſhould gain any thing by uniting it to ours. Before ſuch a junction can be effected, we muſt croſs the Jumna, and relinquiſh all the ſecurity and other advantages which the intervention of that great barrier affords to all our poſſeſſions, and to thoſe of our ally. By the ſaid act we divide our force, and make it difficult, if not impracticable, for the different parts of it ſo ſeparated, to aſſiſt each other. Every operation we undertake on either ſide of the river, ſo far from adding to our ſtrength, or diſtreſſing the enemy, is only laying ourſelves open to wounds in a quarter where, if we ſtaid within our barrier, we might be invulnerable. We relinquiſh a ſituation of ſuperior ſtrength, to meet an enemy, if we do meet him on equal terms. I ſhall trouble the board but with one word more. The Governor-General, it is true, has often complained of unfair quotations; and this complaint I am informed, has been echoed in England, but I do not admit that it has ever been made with reaſon; let an inſtance of any moment be pointed out, and I am ready to join iſſue upon it.

Governor-General. I have never made the complaint againſt Mr. Francis of an unfair quotation, but I have pointed out the inſtances and proved them to be unfair. The preſent inſtance is before us. I do remember that when we were firſt informed of a war between Great-Britain and France, I ſaid that our part of the war muſt be purely defenſive, becauſe they had all to gain, and we to loſe. I do not know that theſe were the words, but I am ſure that this was the ſubſtance and ſenſe of the maxim which is now quoted as a contradiction

tradiction to the propoſal which I make of withſtanding a predatory enemy, already in poſſeſſion of a great part of Hindoſtan, by diſtant and offenſive operations. For the reſt of Mr. Francis's minute, I do not think it neceſſary to reply to it, having, I think, in all our conteſts allowed him the laſt argument; and I think the ſubject was ſufficiently diſcuſſed in the preceding minutes.

Mr. *Francis*. I admit that the maxim which I have attributed to the Governor-General, was introduced on the occaſion he mentions; I nevertheleſs underſtood it to be a general one, at leaſt, it certainly could not be confined to the caſe of a war with France, ſince at the ſame point of time we ſtrongly recommended, and by our aſſiſtance promoted the ſiege of Pondicherry.

Governor-General. Let it be added, that I at the ſame time propoſed a meaſure, which from its tendency led to the poſſibility at leaſt of an offenſive war with the Marattas. And this propoſition was made in the ſame minute in which the maxim now attributed to me was introduced; and I will venture to ſay, will not be underſtood from theſe minutes; neither from thoſe of Mr. Francis and my own.

Agreed to the amended draught of the treaty.

Ordered to be engroſſed fair, and executed.

Extract Secret Department Conſultations,

6th December, 1779.

The following minute from the Governor-General was ſent in on Saturday laſt; and agreeable to his direction was circulated to the members of the the board.

Governor

Governor-General. Having in conſequence of the treaty paſſed the board for an alliance with the Rana of Gohud, required his Vakeel to produce the powers with which he was inveſted for executing it on the part of his maſter, he delivered me a paper which I ſhall lay before the board at their next meeting, containing ſimply the Rajah's public ſeal, and which with his letters, declaring the Vakeel to be deputed for the purpoſe of concluding ſuch a treaty, are deemed ſufficient and ample authority according to the form and uſage of Hindoſtan; but as the Rana has not ſet his name to the paper, and with us the ſignatures of the contracting parties are held indiſpenſible to the validity of all the public engagements, I informed the Vakeel of this defect in his powers. He requeſted that they might, with the addition of his own ſeal and ſignature, be admitted for the preſent execution of the treaty, and to remove all doubt, and authenticate it according to our forms, he made me a propoſal, which I now lay before the board, under his hand and ſeal, for ſending a perſon on the part of this government to witneſs the Rana's final execution of it, and exchange the ratification; and I recommend it for their approbation.

(Signed) WARREN HASTINGS.

Arzee from Muzhar Ally, Vakeel of the Rana of Gohud.

"As I underſtand from what you ſaid, that the cuſtoms of your country require contracting parties ſhould ſign their names to the treaty, to give it credit and validity, I am therefore hopeful, and make it my requeſt, that ſince the Rajah in his letters to you, has aſſured you of the validity of my powers, you will for the preſent accept of a furd with my ſignature, and the ſeal of the Maha Rajah; and that a gentleman of truſt may

may be ſent to the Maha Rajah, that all the points which have been ſettled here, may be finally concluded there, in the preſence of ſuch gentleman; and that in like manner as I have repreſented many things on the part of the Maha Rajah, ſuch gentleman may obtain ſatisfaction in all matters, and ſee the Maha Rajah ſet his ſignature to the treaty. This will be highly pleaſing to the Maha Rajah, and gain me credit with you."

The following opinions were returned to the above minute and Arzee.

"I agree to the propoſitions.

(Signed) R. BARWELL."

Mr. *Francis.* If the Vakeel be not inveſted with ſufficient powers to execute the treaty on the part of his conſtituent, we ought not to have proceeded with him ſo far as we have done. The extent of his powers ſhould regularly have been aſcertained in the firſt inſtance. For my own part, I am perfectly ſatisfied with the Rajah's ſeal, and the contents of his letters. It is not likely that he ſhould refuſe to ratify a treaty by which he is entitled to, and impowered to require the aſſiſtance of our forces, *for the defence of his country, or for the acquiſition of territory*, without any other limitation or deſcription of the amount of ſuch force to be ſent, *immediately on his requiſition*, except that it ſhall be proportioned to the exigency of the ſervice: of which the Rana is to be the judge. The deputing a gentleman, on purpoſe to Gohud, to ſee the treaty ratified, is, in my opinion, a very uſeleſs, and I am ſure it will be a very expenſive meaſure. I am therefore entirely againſt it. I do not even know that the Rana's ſignature is wanted.

wanted. The public ſeal on both ſides is the true authentication of their public acts reſpectively.

(Signed) P. FRANCIS.
(Agreed to the above,) E. WHEELER.

Reſolved, That a perſon on the part of this government be deputed to the Rana of Gohud, *for the purpoſe of ſeeing the treaty executed by the Rāna, and for the changing the ratification.*

The Governor-General now produces to the board the power and treaty above recorded, under the ſeal of the Rana of Gohud.

Vide, the Book of Perſian Correſpondence under date.

The Governor-General thinks it incumbent on him to lay before the board the following paper of intelligence, which was incloſed in a letter to him from the Commander in Chief.

Extract of a letter from Futty-gur, 20th Nov. 1779.

" I have likewiſe juſt now received from Gohud, the diſagreeable news of the Marattas having made themſelves maſters of the fort Arhaund, (which I had the honour to inform you ſome time ago was inveſted) and put the garriſon to the ſword. The ſame account informs me, that they are preparing to attack another fort, and that the Rajah is by no means in a condition to oppoſe them; his troops being not only inferior in point of number to the enemy, but alſo diſpirited and ready to mutiny, on account of the long arrears due to them, which he is at preſent unable to pay. In this ſituation of his affairs, the ſpeedy conqueſt of his whole

country must be the consequence of the enemy's pursuing their advantage with that briskness which the defenceless state of it seems to invite."

Governor General. Having communicated this intelligence to Meer Muzzur Ally, the Rajah's Minister, he informed me, that he had received no letter from his master since his arrival, and therefore concluded that the danger stated as impending on his country from the Maratta invasion, had been much exaggerated; but thought it probable that the port of Arhaund, mentioned in the intelligence, had been taken by the Marattas; that it was situated in the southern extremity of his dominions, and not capable of much resistance. There can be no doubt that a Maratta force has entered the territories of the Rana of Gohud, though of itself not likely to be productive of any material consequence. It appears to me to be part of a plan, which I was lately informed by a channel which I have hitherto experienced to be of good authority, had been consulted by the ruling administration of Poona, for the general conduct of the war against the Company, namely, that Nana Furnese and Hurry Punt Furkia were to conduct the war against General Goddard; and that Madagee Scindia and Tuccajee Holkar were to unite their forces, and proceed immediately against the Rana of Gohud, to reduce his country, and afterwards enter the Douab, and the dominions of the Nabob of Oude, or into the countries dependent on Bengal; as the circumstances of the times should direct them probably to either. I have since heard that this plan has been changed, and that all the chiefs above mentioned had united their forces, and were preparing to march directly against General Goddard. It appears however, equally necessary to guard against any attempts which may have been projected against the Rana of Gohud, and to strengthen his

his hands, to enable him the better to act in concert with us, if that deſign, from whatever cauſe, ſhall have been ſuſpended. I therefore move, that a copy of the treaty which it has been agreed to conclude with the Rana of Gohud, be immediately tranſmitted to the Commander in Chief, with inſtructions to comply with any immediate requiſition which the Rana may make for a detachment of our forces, proportioned to the exigency of the ſervice required by it, of which he will of courſe be the judge.

Mr. Wheeler. I am againſt the motion.

Mr. Francis. If the Board were diſpoſed to make a right uſe of the intelligence contained in the preceding letter, I ſhould have thought it a fortunate circumſtance, that we had received it before any thing had been finally concluded with the Rana's Vakeel. The Rana of Gohud's ſituation appears, by this letter, to be conſiderably worſe than it was repreſented to me. One of his forts was taken; the Marattas were preparing to take another, and the ſpeedy conqueſt of the whole country was likely to be the conſequence. If this be the caſe, we are going to execute a treaty with a Prince, who may have neither army nor any dominions left. His army is diſpirited, and ready to mutiny for want of pay, which he is unable to give them. If he cannot pay his own troops, how will it be poſſible for him to diſcharge the ſubſidy which he engaged to pay for ours? Inſtead of enlarging his territories by conqueſt, which is the profeſſed object of the treaty, our firſt labour will be to recover for him, what he has already loſt; and this muſt be attempted by marching part of our army to a conſiderable diſtance on the other ſide of the Jumna. I do not conſider the preſent invaſion of his country by the Marattas, as belonging to,

or the effect of any particular plan of operations againſt the Company. He is at conſtant enmity with the Marattas, and I look upon this attack as nothing more than the continuance of former hoſtilities againſt him. At all events we ſhall only diſtreſs ourſelves, and abandon the protection of our frontier, by engaging in his defence. I am, therefore, againſt the motion.

Mr. *Barwell.* I agree to the motion. I cannot adopt the opinion, that to allow the Marattas to conquer a country, ſo near our frontier, and extend their poſſeſſions quite up to it, will be attended with any of thoſe advantages which have been ſuppoſed as the probable reſult of our not oppoſing their progreſs. The intelligence that has been lain before the Board, rather determines me to engage our government in the ſupport of the Rana of Gohud, than to leave the country an eaſy conqueſt to the only enemy from whom we have reaſon to apprehend any miſchief.

Agreed to the Governor-General's motion. And ordered that a copy of the treaty with the Rana of Gohud, be immediately tranſmitted to the Commander in Chief.

Secret Department Conſultation, Dec. 13, 1779.

The *Governor-General* propoſes that Captain Palmer be permitted to draw the ſame allowances during his deputation to Gohud, as were aſſigned to Mr. Elliot, on his deputation to Berar. And that Mr. Tho. Short be appointed aſſiſtant to Captain Palmer, with the ſame allowances as were granted to Mr. Farquhar, aſſiſtant to Mr. Elliot.

Mr. *Wheeler.* I have not yet conſidered the buſineſs which

which Captain Palmer is going to undertake, in the light, or of the ſame importance with that which was entruſted to the charge of Mr. Elliot. At this diſtance of time, I do not properly recollect, whether the allowances given to that gentlemen, were not objected to by me. However, I do not mean to revert to a former opinion, upon a ſubject ſo perſonal as the preſent; though I would wiſh the allowances had been ſuch on this occaſion, as I ſhould have judged ſafe to have acceded to, which, as they are now ſtated, I muſt beg leave to decline.

Mr. *Francis.* Mr. Elliott's allowances amounted to 3318 cur. rup. per month, thoſe of his aſſiſtants to 555, in all 3873. I think they are much too high for the preſent occaſion; and as Captain Palmer is only deputed to ſee the treaty with the Rana executed, he cannot have any uſe or employment for an aſſiſtant.

Mr. *Barwell.* I think the allowances for Mr. Elliot, were regulated by thoſe allotted to Colonel Upton, on his embaſſy to Poona; and however large they may have appeared to the Court of Directors, I have reaſon to think that neither Colonel Upton nor Mr. Elliott were enabled to make any conſiderable ſaving from their allowances. The circumſtances in which Captain Palmer is placed, is nearly the ſame, and the appearance he muſt make, muſt be regulated upon the ſame principle. The difference of rank between Colonel Upton and Captain Palmer can be no rule to direct the judgment, on this occaſion. He is the ſervant of Government, in the ſame line as Colonel Upton was, and he muſt ſupport the ſame character. I therefore aſſent to the motion.

Agreed. That Captain Palmer be permitted to draw the

the same allowances as Mr. Elliott, viz. Lieutenant-Colonel's pay, and double batta 1488 sonat rupees per month, fixed salary 1000; and contingencies, including mounchies, servants, &c. 500. That Mr. Short, as assistant to Captain Palmer, be allowed the same as Mr. Farquar, viz. pay and batta of a Captain, 518 sonat rupees per month.

Mr. Francis. Mr. Elliott's allowances amounted to 3138 cur. rup. per month, those of his assistants to 855, in all 3993. I think they are much too high for the present occasion; and as Captain Palmer is only deputed to act the treaty with the Nana executed, he cannot have any title or employment for an assistant.

Mr. Barwell. I think the allowances for Mr. Elliot, were regulated by those allowed to Colonel Upton, on his embassy to Poona; and however large they may have appeared to the Court of Directors, I have reason to think that neither Colonel Upton nor Mr. Elliot were enabled to make any considerable saving from their allowances. The circumstances in which Captain Palmer is placed, is nearly the same, and the appearance he must make, must be regulated upon the same principles. The difference of rank between Colonel Upton and Captain Palmer can be no rule to direct the judgment, on this occasion. He is the servant of Government in the same line as Colonel Upton was, and he must support the same character. I therefore assent to the motion.

Agreed. That Captain Palmer be permitted to draw the